

1895-021 Chancery Causes: William Deering & Co] vs. C. K. Brown &
Lee Co

Folder 1 of 2

Davis

CA - Contract Dispute
T - Business
Property

- Correspondence

Additional Information:
Manufacturers of grain &
grass cutting machinery

To the Hon. H. S. K. Morrison, Judge
of the Circuit Court of Lee County,
Virginia:

Your Orator Wm Deering & Company
of Chicago, Ill. a body corporate under
the laws of the State of Ill., who
humbly complaining would respect-
fully represent that they are man-
ufacturers of "Deering Binders, Deer-
ing Mowers, Rakes, Deering Reapers
Binder Twine & all ~~the~~ repairs
thereto, that these manufactured
articles they place upon the market
& sell to the public through their
agents and such agents act as
bailees of the goods consigned
to them to be sold by such agents
in the territory prescribed & for such
compensation as may be agreed
upon. In the course of their ~~of~~
~~trade~~ they do business over
quite a large territory including
several states of the United States;
among the rest they do business in
Lee County Va. For said Lee County
Va they appointed one C. K. Brown
as such agent as aforesaid for
Lee County, Va for the years 1891,
1892 & ~~up~~ up to March 1st 1893.
As such agent they consigned
to him numerous Mowers, Reapers,
Binders, Binder Twine, Rakes & repairs

to be held by him as such Consignee
& sold by him as such agent.
For the years 1891 & 1892 the said agent
entered into a written contract & agree-
ment with the plaintiff for the due
performance of his duties as such
agent with A. M. Brown as his
security for the due performance
of his duties as such; for the
months of January & February 1893 the
said Brown gave no security.
Copies of these written contracts
will be found filed with the other
papers herein after referred to &
they are prayed to be considered
herewith as a part hereof. Statements
of the Number & kind of Machinery
Consigned to & sold by said C. K. Brown
Consignee & agent aforesaid, together
with the sales made thereunder & the
prices for which the same was sold
& such as were returned, together
with the compensation allowed therefor
& the papers correspondence, Freight
Bills & settlements of said Brown's
account as such agent for each
year will be found filed herewith
marked, respectively "1891" account
States of sales made by C. K. Brown
agent, "Journell & Co" & the same for
1892 & the same for 1893; each year
enclosed in separate envelopes & they

are each & all prayed to be considered
as a parts herof. For greater certain-
ty these envelopes will be marked
1, 2 & 3.

In the envelope marked 1893 will
be found a tabulated statement of
these accounts for each year,
by an inspection of which, it will
be seen that for the year 1891, there
is due your orator including interest
as shown by said statement \$55²⁴/₁₀₀,
and for the year 1892 \$45²⁰/₁₀₀ & for
the year 1893 \$8⁰⁰/₁₀₀, making in all
due your orator from said agent
& bailer \$108⁴⁴/₁₀₀, no part of which
is paid or settled but is still
due your orator. This paper will
be found marked exhibit "4" & en-
closed in envelope 1893.

The said Brown as such bailer &
agent neglects & refuses to settle & ad-
just his accounts as such or to pay
to your orator the sum of \$108⁴⁴/₁₀₀ due
it as aforesaid. The matters running
over these three years are lengthy, intricate
& complicated so that your orator has
not as it is advised, an ad-
equate remedy at law, but is reliev-
able only in a court of equity where
matters of accounts agency & bailment
are properly cognizable.

The object of this Bill is, therefore,

to have an account taken of the dealings
of the said C.K. Brown agent & bailer
as aforesaid for the years 1891, 1892 &
1893, by a commissioner of this court.
And, on a hearing that the said
C.K. Brown as agent as aforesaid
& A.M. Brown his security therein
be held liable for the arrears due
your Orator for the years 1891 & 1892
& the said C.K. Brown be held to
account for the same of 1893.

The premises considered, your
Orator prays that C.K. Brown &
A.M. Brown be made parties defendant
to this Bill & answer its allegations
but they need not do so upon oath
that being expressly waived, and,
on a hearing that said accounts
of said C.K. Brown agent as aforesaid
be adjusted & settled before a
commissioner of this court, and
that said C.K. Brown & A.M. Brown
be held liable for & decreed to pay
the arrearage for the years 1891 & 1892
& C.K. Brown held liable for the ^{year} 1893
& that ^{he} be decreed to pay the same,
and for all other, further & general
relief. May supp issue &c

A.L. Pridemore
atty for Plff.

vs } Bite in chry

C. K. Brown apt et al

1894 1st Febry Rules Bill
filed S. & A. Ex. D. & D. Misc
" 2nd Febry Rules D. Misc
Carroll & Cause set
for hearing by J. J. J.

June Term Decret & Contd

11 Now Term Contd

1895 March Term Contd.

11 June Term Decree
final See Chy Ord.
Book Page 212

Peff Coats

Plf 16.38

C 3-96

Sept 16, 38

S 7.00

Comm 2 5.00

Left C H. ⁸⁰

32.7

1 To the Honorable H. S. K. Morrison Judge
2 of the Circuit Court for Lee County
3 Virginia;

4 The demurrer and answer of
5 C. K. Brown to a bill of Complaint
6 exhibited against him and another
7 in this Circuit Court for Lee County
8 Virginia, by Messrs. Deering & Company
9 a body corporate, under the laws of
10 the state of Ill,

11 Respondent says that said bill
12 of Complaint is not sufficient
13 in law, and he demurs accordingly
14 thereto, but should further answer
15 be required, he answers as follows:

16 Respondent says he supposes it is
17 true that the said complainants are
18 manufacturers of the machinery and
19 articles mentioned in said bill,
20 and that they place these articles
21 upon the markets for sale, and
22 sell said articles to the public largely
23 through agents, but as to whether or
24 not such agents act as bailees
25 of such goods as are consigned
26 to them depends upon their con-
27 tract, and your respondent
28 here refers to and relies upon
29 his contracts with said complain-
30 ant as to his liabilities and
31 rights as agent of said complain-
32 ant, which said contracts are filed

1 with complainants bill as exhibits,
2 Respondent denies that he contracted
3 with said complainants to act as
4 their agent in Lee County Vir-
5 ginia for the whole of the years
6 1891 & 1892, & up to March 1st
7 1893, but alleges that his contracts
8 were for the selling seasons of the
9 said years for 1891 & 1892, and said
10 contracts show these facts,
11 and further deems that he had
12 any contract whatever to
13 act as agent for any part of
14 the year 1893.

15 Respondent says it is true that said
16 plaintiff shipped him as their agent
17 numerous mowers, ~~Reapers~~, Reapers,
18 Binder twine, Rakes & repairs, for
19 him to sell, & that for the ~~year~~ ^{year}
20 seasons for the years 1891 & 1892
21 he made written contracts as agent
22 of and with said plaintiff with A. M.
23 Brown as his surety, and refers to said
24 contracts for his duties and liabilities
25 and the terms thereof and obligations
26 of each.

27 Respondent says it is true that state-
28 ments are filed with ~~the~~ plaintiff's
29 bills showing the number and kind
30 of such machinery as came into
31 his hands as agent, and also
32 statements of ^{his sales and} their settlements

1 And said settlements for 1891 & 1892
2 are correct, except as will be here
3 in after shown. that said plaintiff
4 is seeking to charge him wrongfully.
5 Respondent deems that for the year
6 1891 he is indebted to said plaintiff
7 in the sum of \$55²⁰, or for any
8 sum whatever for said year 1891.
9 Respondent says that for the year
10 1891, he holds said plaintiff's receipt
11 in full of all dues to them from
12 him on settlement in full for the
13 year 1891. Said receipts ^{are} here with
14 filed numbered "A" & "B," and prayed
15 to be herewith considered.

16 Respondent will further show your
17 honor that said plaintiff's state-
18 ment of account for the year 1891,
19 ~~seeks~~ ^{seeks} to charge him with \$55²⁰₁₀₀
20 the amount of a note of W. M. McKel
21 turned over to Greer Machinery Co, and
22 this your respondent deems their
23 right to do, that in his settlement
24 showing the number and amount
25 of the notes accounted for and
26 turned over to said plaintiff, this
27 identical note is included, and
28 that he holds the plaintiff's receipt
29 for the same.

30 Respondent admits that for the
31 year 1892, that the plaintiff's
32 statement shows a balance against

1 him for the sum of \$45⁷⁰/₁₀₀ of
2 principal and interest, but respondent
3 here charges and alleges that all
4 matters and dealings between them
5 were not brought into this settlement,
6 that if they had been included
7 the said plaintiff would be
8 indebted to him.

9 Respondent will now show your
10 honor that said plaintiff is
11 indebted to him for the following
12 Freight paid for them, repairs turned
13 over to them, house rent etc,
14 amounting to the sum of \$70⁷⁰/₁₀₀,
15 and statement of account showing
16 this amount is herewith filed marked
17 "O" and prayed to be herewith con-
18 sidered, and respondent here offers
19 to offset said sum of \$70⁷⁰/₁₀₀
20 against the plaintiffs demand
21 for the year 1892.

22 Respondent deems that he is in-
23 debted to said plaintiff ^{for the year 1893} in the
24 sum of \$8⁰⁰/₁₀₀ or for any sum
25 whatever, and here alleges and
26 charges that the repairs with which
27 he is for this year sought to be charged,
28 he has duly accounted for and turned
29 over to the plaintiff and has other
30 receipts for the same, ^{they} and are
31 included in receipt here filed marked
32 "Y" - and respondent further

1 shows your honor that his
2 account against the plaintiffs
3 is more, than the amount
4 of their accounts against
5 him for the years 1892 & 1893,
6 and that this said account
7 would be a valid and
8 sufficient offset against the
9 plaintiffs accounts for both
10 of said years.

11 And now having answered
12 as fully as he is advised, he prays
13 that he be hence dismissed
14 with his reasonable costs
15 in this behalf expended,
16 And he will ever pray etc.

17 A. M. Goins,

18 B. W. Sweeney
19 atty for Dft,
20
21
22
23
24
25
26
27
28
29
30
31
32

Oct 21

18 81

Received of C. K. Brown

on account of WILLIAM DEERING & COMPANY,

Notes amt 1701⁰⁵ Check 13⁸² DOLLARS,

in full ^{for} on money acf W. D. & Co

Wm Davis

173
88

231

9
A^u

Oct 21

18 91

Received of C. K. Brown

on account of **WILLIAM DEERING & COMPANY,**

Check 173⁰⁰ Notes 102⁰⁰ DOLLARS,

in full on Rocky Mts

22 11 52 20 19 1000

"B"

Johnson & Co

Feb 5/93

Recd of L. K. Brown on R. L. C. A. C.
this fifty dollar bill made in
full on Mowmy Mack account.

W^m Denny & Co
R. L. C. A. C.

11 20

To the Hon H. S. K Morrison, Judge
of the Circuit Court for Lee County,
Mo.

The separate answer of A. M.
Brown, one of the defendants, to
a bill of complaint exhibited
against him and others, in
the Circuit Court of the County
of Lee, by Wm Deering & Co., com-
plainants.

The respondent now, and
at all times hereafter, saving and
reserving to himself all and all
manner of benefit of exception
which may be had or taken to the
manifest errors, uncertainties,
imperfections and insufficien-
cies of the said bill of complaint,
for answer thereto, or to so much as
he is advised it is material
or necessary to make answer
to, answering, says:

That he knows nothing of
the particularities of the trans-
actions and dealings of the
complainant with his co-defend-
ant as he was only security in
the two bonds filed by the complain-
ant with his bill and that he is

only liable, if liable at all,
according to the stipulations
of said bonds, ^{and in default by his principal that would} But your
respondant having read the
answer of his co-defendant,
and believing the same to be
correct as therein stated,
here adopts and relies on the
same as fully and completely
as if said answer was set forth
in terms as part hereof.

And now having answered
as fully as he is advised it
is material he should answer,
respondant prays to be hence
dismissed with his reasonable
costs in this behalf expended.

And he will ever pray &c

A. M. Gomis

Atty for Deft.

A. M. Brown

Ads. } Answer

Wm Deering & al

Filed in open court March
the 14th 1894
A. B. Munsey Clerk

Wm Deering & Co.

vs.

C. K. Brown, Agt, + al.

} In Chy.

This cause came on this day to be heard upon the papers formerly read therein, and a contract therewith filed master "2." And it appearing from the terms of said contract that all matters in controversy in this suit has been fully settled among the parties in interest, this suit is hereby stricken from the docket, each party paying costs as provided by the terms of said contract.

—//—

Ym. Deering & Co
vs { Decree Final
C. H. Brown Agt., et al

Enter this decree
this June 11, 1895.
MIM
Entered in Chy
Order Book 6
Page 211

Wm Deering & Co.

vs.

E. K. Brown, Agt. et al.,

} In Chy.

This cause came on this day to be heard upon the bill of the complainants, the exhibits therewith filed, and the separate answers of both E. K. and A. M. Brown, and was argued by counsel.

On consideration of all which and for reasons appearing to the court, it is adjudged, ordered and decreed that E. H. R. Ewing, who is hereby appointed a special Comr. for the purpose will take, state and settle, fully and completely, the account and dealings of the complainants with the defendant in this cause, charging said defendant with all machinery &c. bought by him from the complainants, according to the terms and stipulations of his contracts with said complainants as filed with the proceedings in this cause, and giving him credit for all sums to which he is justly entitled ~~as payments~~ ~~and off-sets~~. Said Comr. will

state any matter ~~deeded~~ ^{deemed} pertinent
by himself or required by any of the
parties to this suit to be stated.

Said Court, will give notice to
the counsel on both sides in this
case for at least 20 days of
the time and place of his
sitting, and he will report
his action to a future term
of this court, and this course
is continued.

(" // ")

Am. Daring & Co.

vs. { Decree

C. H. Brown Agt. & Co.

C. O. D. Page 587
mch 14 1894

Enter this

March 14th 1894.

H. S. K. M.

1 The deposition of L. K. Brown
2 taken before me, E. W. R. Ewing, Special
3 Commissioner, in Case of W. M. Deering vs.
4 L. K. Brown et al, pursuant to notice
5 continuances, &c, at the office of Orr,
6 Blankenship & Ewing in Jonesville, Va.,
7 on Sept. 24, 1894, & in reading determining
8 the questions submitted to me as
9 such Commissioner by the decree under which
10 this cause lay Circuit Court for Lee Co.,
11 Pres. C. L. Pridmore for plaintiff.
12 " B. H. Sewell & R. M. Lains for depts.
13 L. K. Brown being duly sworn deposes
14 and says:-

15 Ques 1. State your age, occupation, and
16 place of residence.

17 Ans. I am 36 years old, and reside in
18 Jonesville, Va., my occupation is dealer in
19 agricultural implements.

20 Ques 2. State whether or not you acted as agent
21 for the plaintiff, and if so, for what
22 purpose and how long were such
23 agent.

24 Ans. I was their agent. I was agent from
25 June 1891 to Oct., 1892, for the purpose
26 of selling mowers, reapers, &c.

27 Ques 3. State whether or not you were
28 the plaintiff's agent for the
29 year 1893 or for any portion thereof.

30 Ans. I was not.

31 Ques 4. Did you or not make a settle-
32 ment with the plaintiff for all your

1 dealing & as such agent for the
2 year 1891, & if so, ~~and as such~~
3 ~~as~~ then a written statement of
4 your settlement for said year —

Ans. 5 I did make a settlement, and there
6 is a written statement for that year. By
7 a written statement I mean I have rec'd
8 showing our settlement. The result of
9 this — our settlement is shown by a paper filed
10 in this cause by the plaintiffs, head "General
11 statement of account for 1891."

Ques 6, 12 Is said statement correct & if so, file
13 the same as part of your deposition

Ans. 14 It is correct with the exception that the
15 plaintiffs are due me \$25.55. This error
16 was discovered after settlement.

Ques 7, 18 Do you have receipts in full for
19 your dealings for the year 1891
20 from the agent of the plaintiff
21 & if so file them with your
deposition.

Ans. 22 I do, and they are filed with my
23 answer in this case, marked "A" & "B."

Ques 8th, 24 Please take said receipts marked
25 "A & B", and state when they were
26 given, who put the words "in full"
27 in them, and how and under what
28 circumstances said words were
29 put in the receipts.

Ans. 30 The receipts were given upstairs in my
31 father's hotel here in Louisville, ^{after the settlement} we came
32 down stairs and the receipts were not

1 satisfactory to me, and I asked W. Y. Davis,
2 the agent with whom I had settled, to
3 put the words "in full" in the receipts, and
4 I think he remarked "you put them there," and I
5 replied, "No you wrote the receipts, put them
6 there yourself," and I think he did so.

Ques 7 Then are you positive that said
8 words were at that time inserted
9 and not afterwards.

Ans. 10 I am certain they were.

Ques 10 What is the $\$25 \frac{55}{100}$ due you for,
12 and where was it you discovered
13 this error in the settlement for the
14 year 1891?

Ans. 15 Some time since I wrote to Wm
16 Deering & Co. to send me a list in
17 full of the notes I had turned over to them,
18 and they did so, and I find I had
19 sent them more notes than they had
20 actually given me credit for, the over-
21 plus being $\$25.55$ more than I owed.

22 This amount of $\$25.55$ is due me from
23 them on settlement according to my books.

24 Obj. Plff's objects to witness stating what is shown
25 by his books.

Ques 11 26 How many mowing machines did
27 you get from Wm Deering & Co. for
28 the year 1891, and how did ^{you} dispose
29 of them & account to said Co. for
30 taken.

Ans. 31 I got \$1 from all sources. I sold and
32

1 accounted for to W^m Deering also, by notes and
2 cash 37 mowing machines. I trans-
3 fered one to Comptroller of Finance. I carried
4 over for W^m Deering also, to the year 1892,
5 three machines. I received 35 of these machines
6 from Chicago, 4 from Bristol, and 2
7 from Green Machinery Co.

Ques. 12. Do you owe the Plaintiff the account
9 for the year 1891, for \$55²¹/₁₀₀ filed by the
10 plaintiff & marked "Abstract 1891."

Ans. 11. I do not.

Ques. 13. Explain the transaction fully
13 about the W. H. McKel note, and
14 what W. J. Davis agent directed you to
15 do about it.

Ans. 16. I turned over the note to W. J. Davis
17 with a lot of notes which he received, and
18 he receipt me for them. At the time of
19 settlement there was no objection made
20 to the note. Hugh Green came here
21 to sell machines. Mr. W. J. Davis told him
22 he was trespassing on my territory and that
23 if he did not get out he (Davis) would have
24 hand bill put on every tree & warning
25 not to buy of Green that his orders would
26 not be filled. Mr. Davis ordered me to go to
27 McKel and settle with him, which I did.
28 McKel had made his order from Mr.
29 Hugh Green. The machine which McKel
30 got is one of the 41 which I have
31 mentioned. Since this transaction the
32 Comptroller has listed the note along with

5-

obtained
others from me. I received a list of notes
from the main office of the Wm Deering
Co. in April, 1874, and in this list was
the McNeil note; and in this list I was
given credit for said note. I have
now learned from the main, or Chicago
office, of the Wm Deering Co., that there was
any dispute as to the said McNeil note.

The Green Machinery Company transferred the
order & machine to me by direction of
Wm Davis, agent for Wm Deering & Co.,
which order I now have in my posses-
sion, & was sent to me by the Green
Machinery Company. This note was executed ^{Wm Deering & Co.} made payable to
State, or better off not.

Ques 14 This note there was made for and
under the directions of Wm Deering & Co.,
and whether or not, and their accep-
tance as such of the note.

Ans. It was.

Ques 15 State whether or not you own the plaintiff's
the account for \$45²⁰/₁₀₀ shown by
Exhibit, marked "Abstract 1892".

Ans. I do not. On settlement at that time I
owed them \$42.13 balance on Holyoke
account, but they were due me
something more, ^{than} that amount, if not
more. All which is shown by an
account of offset, which is filed marked
"Account for 1892, O".

Ques 16 State whether you own the plaintiff's
the account for \$8⁰⁰ marked Abstract 1893,

Ans. I do not. I transacted no busi-

1 mess with them in 1893, only gave
2 them a check for an amount which was
3 due, I mean to say I did no busi-
4 ness for them in 1893. I had no
5 contract for this year.

Ques 17 Explain how this \$8⁰⁰ was settled,
and state whether or not you have
a receipt which includes it; and if
so file the same with your deposition.

Ans. 10 The \$8⁰⁰ was ~~was~~ settled in ^a ~~an~~
11 ~~up~~rowing machine account which
12 was settled in full & I have a receipt
13 for the same, which receipt I have
14 file marked "Y" it being the same
15 filed with my answer.

Ques 18 State whether or not the plaintiffs
17 is indebted to you for the account
18 of objects which you file against
it marked 1891, 1892, & 1893, if so,
19 call up the accounts for each
20 year & explain them fully.

Ans. 22 They are indebted to me. The year of
23 1891 I accounted to them for mowers,
24 rippers, &c., paid them in notes & cash, \$1744³²
25 I received from them mowers, &c. to the
26 amount \$1718⁷², leaving a balance
27 due me of \$25⁵⁵. This is for the
28 year 1891. For 1892 I turned over to
29 them \$1384⁵⁰ in notes, check on
30 Powell's Valley Bk. \$138⁵², on hay rake
31 account \$100⁰⁰, freight on binder
32 \$14⁵⁰, freight due me on three

1 mowers \$16⁰⁰, freight on one lot
2 repairs 500 @ 59¢, \$3³⁶, freight on
3 H. Trucks \$4¹⁸, freight on one giant
4 mower \$6⁰⁰, check on Powell Valley Bk.
5 \$50⁰⁰, house rent at Punnett Gap,
6 from Oct. 21, 1892 to Oct. 21, 1893 \$2⁰⁰
7 per mo. \$24⁰⁰, house rent on one
8 giant mower at Jourdville from
9 Oct. 21, 1892, to Oct. 21, 1893, 50¢
10 per mo. \$6⁰⁰. All which are the
11 credits which I should have for this
12 year. My indebtedness to them for this
13 year was as follows:- 23 N.D. mowers
14 \$40 each, \$920⁰⁰, 7 cash rakes each
15 \$38⁰⁰, \$266⁰⁰; three each \$37⁰⁰,
16 \$111⁰⁰, these three mowers were transferred
17 from the 1891 account to the 1892
18 account at \$37 each, all freight
19 paid by Wm Deering Co. on the last men-
20 tioned three. That is they were to give me
21 credit for the freight paid by me on
22 these three machines. One binder
23 \$105⁰⁰, one truck \$7⁰⁰, commission
24 repairs \$8²⁵, nut repairs \$21⁸⁷, 100
25 lbs. twine, \$10⁵⁰, thirteen daisy hay
26 rakes, each \$16⁰⁰, \$208⁰⁰; 4
27 Master hay rakes, each \$13⁵⁰,
28 \$54⁰⁰; these above mentioned
29 bring all for which the company
30 should charge me. Leaving a bal-
31 ance due me of \$37³⁰, on
32 which I claim interest from

1 Oct 21, 1892 till paid. Fr 1893
2 There house rent due me on one
3 giant mower from Oct. 21, '93
4 to May 7, 1894 seven months @ 50
5 \$350. Accounts marked "1891," "1892"
6 & "1893" show these transactions.

Ques 19 7 State whether or not these balances
8 as shown by said accounts
9 are just due, unpaid, ~~unpaid~~
10 still owing to you by said plain-
11 tiff.

Ans. 12 They are.

Ques 20 13 When did your agency cease with
14 the plaintiff, ~~and~~

Ans. 15 We settled Oct. 21, 1892, but I con-
16 sidered it ended Sept. 1, 1892.

Ques 21 17 In what capacity, ^{did you act} or what did you
18 do for the plaintiff, after said date, if
19 anything?

Ans. 20 I acted in no capacity except to
21 load the machinery until they came
22 & took it. I told Mr. Cooper at the
23 time we settled that I would charge
24 them house rent until moved.
25 Cooper said nothing, except we made
26 a complete settlement & he gave me
27 a due ^{bill} of \$255.4 due me, which
28 due bill I have file marked "V".
29 The Company is indebted to me for
30 house rent for the period mentioned
31 for keeping said machinery, as shown
32 in my accounts here with filed.

Q.

State whether or not you ever promised at any of your attempted settlements with W. Y. Davis agent, or at any other time, to pay him for the McKil note, or to pay the McKil note to the Plaintiff?

Ans.

I never did. I knew nothing about any claim to the amount of the McKil note until after our settlement.

Q.

State whether or not you ever represented to W. Y. Davis agent, at any of your attempted settlements, or at any other time, that the list of notes amounting to \$1701⁰⁵/₁₀₀ was for machines shipped to you other than the Greer Machinery Co.

Ans.

The list of notes I furnished them included all the notes from Greer Machinery Co., & all sources. I did not represent to W. Y. Davis that this list did not contain or include the McKil note.

State whether or not W. Y. Davis in any of your dealings or settlements, or at any time, promised ~~you~~ to pay you the house rent for the machinery &c; if so where and where was it?

Ans.

Mr. Davis & I had a talk about the house rent. I told him I would charge him house rent, he asked how

1 much I would charge. I told him
2 \$2⁰⁰ per month. He said that was
3 too high for that old house. I told
4 him he would have to pay it or
5 take them out. He said he would
6 pay it. This conversation occurred
7 over here in my office in Jonesville. Jas.
8 M. Morgan was present, and no one
9 else at that time. Mr. S. A. Cooper
10 & myself had a conversation about this
11 rent matter at my house in Jonesville.
12 I told him I would charge him, but
13 there was nothing said as to how much.
14 My wife was present when I told him
15 I would turn over the machines & charge
16 rent, and that I did not wish to handle
17 the machines any longer. This was
18 in each of these conversations as to the
19 house rent in Pennington Gap, Va.

20 As to the rent in Jonesville, I do not
21 remember that anything was said, but
22 I hold them responsible for this rent
23 also. After this Mr. Davis and myself
24 had a conversation again about rent.
25 I asked him for the rent, and he told
26 me that the Bristol Implement Co.
27 would pay the rent. I told him that
28 I looked to the Bristol Implement Co.
29 for nothing, & that I held the Wm. Neering
30 Co. responsible, as I had no con-
31 tract with Bristol Implement Co.

211
The foregoing questions ^{and answers} which relate
to house rent for the years 1891, 1892
and to freight on machines shipped
for those years are objected to, because
the time to contradict, alter & change the
written contracts of those years 1891, 1892

A. L. Pickens
P. Q.

Lease Examined.

Quest. 1 Did you own or rent a house at
Pennington's Gap at the time you say
you stored machines there, if you an-
swer that you rented a house state
who from whom did you pay
rental describe the house?

Ans. I rented a house from Mr. R. Gilly
and paid \$2.00 per month.

Ques 2 Did you use the house for any
other purpose than to store these ma-
chines in for the months of January &
Feb. 1893?

Ans. No, I did not.

Ques 3 Did ever the peffs or their agents, for
them agree to pay you \$2.00 per month
storage for these machines if so who?
for Feb. Jan. 1893.

Ans. Yes, W. G. Davis agreed to pay \$2.00
per month.

Ques 4 Do you rely upon the settlement
you made with S. A. Cooper Oct 2
1892 as correct, or did not - you & W. G.
Davis, afterwards, correct it, and make
it more favorable to you?

Ans. Yes, I relied upon ^{it} as correct. After-
ward I do not think we ever corrected
the settlement.

Ques 5. I now hand you that settlement
signed by your self & S. A. Cooper,
dated Oct 21st 1892, and ask you to
look over it state whether or not
on that day you did not sign a
statement for that year showing
on that day for that year you
owed the pliff \$127.50⁰⁰?

Ans. It is correct. I afterwards paid
the \$127.50⁰⁰ as follows, by sending in
the following notes: one on J. H. Joynes
of \$25⁰⁰; one on Wm. Mordain & son \$52⁰⁰
one on A. J. Susong & Howard for \$50⁰⁰.
I afterwards sent a note on Lemmy Lane &
Spindle of \$40⁰⁰ more than I owed on
the mowing machine account. This note
was paid at Powell Valley Bank to Mrs. Nearing
& Co.

Ques 6. When you sent in the notes, or
turned them over to Cooper amounting
to \$1701.05 was that done on your
mowing machine account for that
year, ¹⁸⁹² or was it for general pur-
poses?

Ans. ~~I never turned over Cooper any notes
for this year, but I did to Mordain & son
for mowing machines.~~

Ans. For mowing machines, and
perhaps for some few repairs, such

binders, trucks, &c. I cannot certainly remember.

Ques no 7 What amount do claim the pliffs owe you for 1891. for 1892. for 1893. What is it for?

Ans. They owe for 1891 \$25⁵⁵ amount over paid them in notes. For 1892 balance of \$37⁵⁰ for house rent & freight. For 1893 house rent for giant mower \$3⁵⁰.

Ques 8 Is it not a fact - that you owe the pliffs for a note on Lake acct of 1890, due from R. G. Lerway for \$20⁰⁰ and collected by you & never paid to them? and like note on A. H. Russell of like date for \$9⁰⁰ and like note on J. M. Duff for \$15⁰⁰ a receipt for which I show you. Have you not collected said notes, and not paid them over if say you have paid the money over when & to whom did you pay it?

Ans. These notes were given to me as commission on an over amount I had paid the Company. I have collected the R. G. Lerway note & the J. M. Duff note. The Russell note is uncollected with an exception of one or two dollars.

Ques 9 Who gave them to you & when & where was it done?

Ans. Davis gave them to me at my house; just when I do not remember.

Ques 10 Did you not sign the receipt now
shown you dated Oct 20 1890 and
executed to E. S. Center is not the sig-
nature yours, file the receipt headed
you?

Ans. I do not know the hand write to be
mine, but it looks very much like it.
I here file the same marked "S".

Ques 11 How many mowing machines did you
receive direct from Chicago?

Ans. In 1891 I rec'd 3 $\frac{1}{2}$ N.D. mowers, two
giant mowers. In 1892 I rec'd 4 d.

Ques 12 How many did you receive from
McDowell or others for the plows from
Bristol?

Ans. Four.

Ques 13 How many from others & from where?

Ans. Two from Greer Machinery Co.

Ques 14 Did you not also receive one already
in Jonesville or some where in Lee Co
a sample machine not included in
the above list?

Ans. No, I did not.

Ques 15 Now please state what you did
with these machines? if you say
you sold them state to whom and
at what price, state each year
separately?

Ans. I have examined a list shown me
in my own hand writing, but I cannot
tell whether it is correct or not. I
here file it marked "J."

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Ques 16. If I understand your answer to
to Questions 11 & 12, alone you say you
received from Chicago 35 H. V. Mowers, and
2 giant Mowers, making 37 in all, that
you received 4 from Bristol, and two
from the Greer Machinery Co, for the
year 1891 43 in all is that correct?

Ans. Yes, that is correct.

Ques 17. Then in your settlement, with
Cooper & Davis have you ever accounted
for but 41 machines as detailed by you
in your evidence in chief. In
other words was ever the two
Greer Machinery Co machines
charged to you, by them if so ex-
plain how & when?

Ans. These machines were charged to me &
I have accounted for them in the 41
machines heretofore mentioned by me.

Ques 18. I notice in your account and evi-
dence you charge for storage and
freight on the machines, will you
please look at the later part of
Clause I (2) and at Clause III (3)
IV (4) ^{of your contract} and see if you did not con-
tract for said machines F. O. B, which
means on board the Cars at Chicago
and that you was to have & store
them free of all charges at the
prices put to you as agent?

Ans. Yes, the contract so states.

Ques 19. Then you was to pay the freight

1 and have the Machines free for the years
2 1891, & 1892, while you was agent as
3 stated in your Contract?

Ans. 4 Yes, this is correct for the time I
5 was their agent.

Ques 6 Did you and W. G. Davis make a
7 settlement at the time you turned
8 over to him the W. S. McKill note?
9 and other notes?

Ans. 10 We did.

Ques 11 If the McKill note of \$48.⁶⁵ had been
12 collected by the people then you & them
13 would have been even for that
14 year would you not?

Ans. 15 I settled with them & counted the
16 McKill note in.

Ques 17 If then in truth and in fact the
18 McKill note was not and could
19 not be collected by them, be-
20 cause the machine was that of the
21 Greer Machinery Co, then you
22 would owe them that note
23 would you not?

24 This question is objected to. Because
25 it is asking the question in law to state
26 a legal conclusion & not a fact,
27 & because it is argumentative.

28 Yours & Dear Sir
29 Wm. H. H.

Ans. 30 No, I would not owe anything.
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Feb 23 Is it not a fact, that in your
 settlement with Cooper & Davis or
 sister of them, that for the year 1891, you
 was charged with the sale of 37 M. D.
 Mowers & 1 Giant Mower, and that you
 settled on that basis without Com-
 plaint, and that the McNeil Machine
 was not mentioned or included in
 that settlement or sale for that year
 and if it had been that you
 should have been charged with 38
 M. D. Machines for that year & one Giant?

Ans. The McKil machine was included in that settlement, and the charge of 37 was correct.

Dec 24¹⁶ Did you not receive a credit of
 \$12.74 on account of the money
 returned by you, at the end of 1892?

Ans. Not that I remember.

20 You say the pldge came from a settlement
 21 ment of 1891 \$25.55. please file a
 22 statement of your clearing for that
 23 year & file as part of your report
 24 which shows that result?

Ans. I have filed the same and work
therein "1A".

Mar. 26 I note in statement "A" filed by you
you say 45 notes turned over by you
please file a list of these notes their
dates currency & by whom payable?
To whom turned over & the evidence
thereof?

Ans. For answer I refer to exhibit Oⁱ filed
with W. G. Davis' deposition.

Dec 27 By reference to your said, 1st 9th you say
freight to A. S. Mc McDowse, please file
any evidence you may have that the
plffs was to pay that item, and any
evidence you may have that you paid
it?

Ans. This is shown by a statement sent
from the Chicago office to me,
here filed marked "113."

Dec 27 I notice in your statement for 1892
you charge horse rent from Oct 2nd 1892 to
Oct 1893, did you not know that
these goods had been turned over to
the Bristol ~~Wharf~~^{Implement} Co about March or
April 1893?

Ans. No, I did not.

Jan 28 At the time you settled for the year
of 1891 & 1892, did you not claim
that you were even & that the note
to McNeil was all that gave rise
to this controversy - In other words
is not the McNeil note the only
thing about which the trouble
arose?

Ans. No, I did not.

Jan 29 I now call your attention to the list
in your hand write, filed as exhibit L.
and ask you to count the names
carefully, and see if you did not
see in fact for the year 1891 38 ^{N.D.} horses
one more than you say 37 that you got that
year?

Ans. It contains a list of 38 M.D.

1 mowers, I find on inspection. As I have
2 stated I do not know that this is correct.

Ques 30

3 You say you can not tell whether it
4 is correct or not, did you not make
5 it out as a correct list of your
6 sales at the time you made it
7 and was not the list made when
8 the matter was fresh in your mind
9 or from papers then before you?

Ans.

10 I made it and intended it as a cor-
11 rect list. The matters were fresh in my
12 mind and I made it from memory
13 papers before me.

Ques 31

14 Please again examine said list of
15 names, therein reported as a purchaser of
16 M.D. Mowers and pick out any name
17 therein, to whom you did not sell
18 an M.D. Mower Co. You are familiar
19 with ^{these names} and acquainted with the men
20 are you not?

Ans.

21 I cannot pick out any name to whom
22 I did not sell a mower. I cannot
23 remember whether they did get the ma-
24 chines or did not.

Ques 32

25 If that ^{exhibit "D."} is a correct statement of sales
26 made by you, then you ought in
27 settlement with the plff. to be charged
28 with the sale of 38 M.D. Mowers
29 instead of 37 as claimed by you
30 in your evidence in Chief? Is
31 this correct?

Ans. Yes, that is true.
Ques 33 Then taking said list "I" as correct
it just leaves the McNeil machine
unaccounted for by you in your
former statement of the dealings
between ^{the plaintiff} or at least one M.D.
mower of about that price?

Ans. Yes, this would be about correct.

Re-Examination in Chief.

Ques 1, Is the list of M.D. mowers marked
"D" correct, or not?

Ans. I it is not correct.

Ques 2, Is the list of notes which the plain-
tiff sent you & filed with your deposi-
tion marked "O" correct or not?

Ans. It is correct.

Ques 3, On your cross-examination
you speak of 43 machines, do you
mean to say that this number includes
the 41 accounted for by you, and the
two Giant mowers, one of which was
sold & one left on hands?

Ans. I mean to say 43 is composed
of 41 "M.D." & two giant mowers,
one ^{later} was sold & accounted for, & other
turned over.

Ques 4, Make such explanation of receipt 5
as you desire.

Ans. The notes mentioned in this receipt
were taken by me as commission.
But this receipt must be dated

21.

wrong, as I had no dealing in
1890 with this Company, or with
Mr. Center at all.

Ques. Explain the charges of freight
by the plaintiff under the contract,
for 1891.

Ans. He put the machines to me at \$37⁰⁰
each and pay the freight, which
freight I paid.

And more the witness does not
say.

L. M. Brown

The above deposition was taken before
me, the undersigned, for the purpose and at
the time & place mentioned in the caption.
Given under my hand.

E. M. Reiving, Sp. Comm.

William Deering Co.

vs. J. Depo. of Dep't.

Co. K. Brown, et al.

-1-

The deposition of W. Y. Davis
Taken by agreement of the parties
at the Law office of A. L. Pickens
in the town of Jonesville Lee County
Virginia, on the 2^d, day of June
1894. And which are intended to be
read as evidence, before the Com-mis-
sioner, and in the cause of Wm
Deering & Co against C. H. Brown
& al, a Chancery Cause now
pending in the Circuit Court of
Lee County Va, are referred to:
E. W. R. R. Ewing Court, wherein said
Wm Deering & Co are plffs and said
C. H. Brown & al are defendants.

Present A. L. Pickens for plff.

" " Sewell & Goins " deft.

W. Y. Davis a witness of lawful
age after being duly sworn de-
poses & says as follows.

Ques/ Please state your age, occupation
& residence, and whether or not you
have any interest in this suit.

Ans I am 33 years old, reside in
Nashville Tenn, am salesman
for Wm Deering & Co & have no
interest in this case.

Ques2 If you are familiar with the
sales made to, and payments
made by C. H. Brown as agent for
the plffs, please state all you
may know about it?

I am familiar with the same made to & payments made by C.K. Brown to the plaintiff, Wm Deering & Co. I have also examined the papers filed in envelope 1 as exhibits in this cause & looked carefully over the balance sheet contained therein & by refreshing my memory from said papers I am enabled to state that C.K. Brown is justly indebted to the plaintiff on the adjustments of the account of that years dealings, I mean the year 1891, after giving said Brown all just credits in the sum of \$55²¹ with interest added to Oct. 1891. A brief but correct statement of that years dealings is shown by an abstract filed herewith as a part of my deposition marked "Abstract 1891".

I have also examined the papers contained in envelope 2 containing the dealings of said Brown for the year 1892. From said papers & from my recollection of the transactions I am enabled to state that said Brown as aforesaid, after giving all proper credits is justly indebted to the plaintiff for that

(42¹³)
43

pass makings in the sum of
\$42⁷³ ~~interest~~ should
run from Oct 21st/1892.

These transactions are properly
set out & shown by an abstract
thereof composed of two sheets
one dated Nashville Oct. 7, 1893,
& the other marked 1892, they
are pinned together & filed herewith
marked Abstract 1892 & I
make them a part of this
deposition.

The two foregoing amounts
are the only ones for which
A.M. Brown is liable for as
security for said C.K. Brown.

For the transaction for the
year 1893 there was no written
Contract between C.K. Brown
As the Plaintiff's agent. But
the said C.K. Brown did sell
dispose of or handle
some repairs for the year 1893
up to March 1st & is due the plaintiff
on that account \$7⁵⁷ which
should bear interest from March 1st
1893. The statement of that
account is shown by a paper herewith
filed marked Abstract 1893
as a part of my deposition.

I have examined exhibit
no 4 filed with the plaintiff's Bill
& found in envelope No. 2 & find
it correct,

According to the foregoing statement
making due allowance for interest.

As before stated I am the
Sole agent of Wm. Deering & Co
among other territory, for that
of Lee Co., Va., I made the
written contract filed with
the plaintiffs bill for the year
1892, but did not make the
one for 1891, but it was made
under my supervision & ~~by~~
by a man working with me
by the name of M. F. Hubbs.
For the years 1891, 1892 & ^{as far as} up to
March 1893 I was collecting
agent as well as sales agent
for the territory mentioned.

Some of the payments made
by the papers referred to by me
were made direct to me & some
were sent on to the company,
but I went over them all with
said Brown & in our settlements
& attempted settlements each item
thereof was gone over with said
Brown by me & the correctness
thereof was not disputed by
him. He repeatedly promised to
pay the item shown in Abstract
marked 1891 of 55²¹, the original
item as he promised to pay was
\$48⁶⁵. I have read carefully the

(5)

said C. K. Brown's answer & find that he claims therein ~~a~~ receipts in full for that year, that is, 1891, & he files such receipts marked A & B. The receipt "A" is now before me dated Oct 21st 1891 & is partly printed & partly written. The written portion thereof including the signature is in my hand write, except the two first words in the last line, "in full" which are not in my hand write & were not in said receipt when I signed it, nor for more than a year thereafter. I saw said receipt some time ago & the ~~the~~ words "in full" were not then in said receipt & I never did see them in the same until this day.

I make the same statements as to receipt B as to the two words, "in full," though as to the sake account of that year, 1891, there is no controversy, that is, there is no controversy as to the last named receipt, "B."

In the said answer I notice the said Brown claims credit for a note on Wm N McNeil covering the item of \$55²⁰. Such a note was turned over to me

by said Brown & I gave him the receipt first spoken of for \$1701⁰⁵ in notes as shown by the receipt. The said \$ amount of the note was \$48⁶⁵ & when these notes were turned over to me they were represented by him as notes taken for the sale of Machinery shipped to him by Wm Deering & Co or their agents other than the Greer Machinery Company. On settlement with the Greer Machinery Company it turned out, as claimed by said Greer Machinery Co. that said note of \$48⁶⁵ was taken for a sewing machine sold by Hugh Greer of the Greer Machinery Company to the said Wm McNeil, consequently that note had to be & was turned over to the Greer Machinery Company, so that receipt "A" for \$1701⁰⁵ is incorrect & for too much by the sum of \$48⁶⁵ & as before stated the words "in full" do not properly belong ~~in~~ said receipt.

I also notice in said Brown's answer he claims a charge for freight payed for the plaintiffs, repairs turned over to them, house rent &c amounting to \$70⁷⁰. I will say

plain each item separately; 1st As
to the freight bills, by an ex-
amination of the contract of 1891 it
will be seen, the price ^{at} of which
said Machinery was charged to
said Brown was to be F. O. B., ^{at the factory} which
means on board the cars, so that
no freight was properly chargeable
to the plaintiff for that year, but
after the contract was entered
into I came over to Jonesville &
saw the said C. H. Brown, when
he informed me that he could
sell a car load of the plaintiff's
machinery, but did not have
the money to pay the freight.
I wrote the Company requesting
them to prepay the freight on said
car load, which they did, & properly
charged it up to him on that
year. So it will be seen by said
statement that if the plaintiff could
have held the note of \$48⁶⁵ on
Wm N. McNeil the account of that
year would be settled. By the same
statement it will be seen that
the plaintiff charged Brown, among
other things, with the sale that year
of 37 new Deering mowers & 1 giant mower,
so that if you add the McNeil
machine he ought to be charged with
138. For the 1891 he carried over two binders

two trucks, 3 New Deering mowers & 1
Giant mower, on which he had
paid the freight in the account of
1891. These machines were carried
over & charged in his 1892 account.
In 1892 of this lot he sold #3
New Deering mowers 1 binder & 1
truck, that left ~~one new Deering~~
~~mower~~, 1 Giant mower 1 binder
& 1 truck which the plaintiff owed
him freight on & on the account
of 1893 they give him credit for
this freight \$12⁷⁴. By this statement
it will be seen, the plaintiff paid
the freight to Pennington Gap &
have not charged the same
to said Brown. And as above
stated credited him with the freight
on all the machines returned
to them & not sold which had
been shipped him under the
contract of 1891. In the 1892
account it will be seen that
Brown is charged with the freight
\$143¹⁸ & switching at Chicago \$2⁰⁰ -
but in the statement of said account
he is credited with the same amount.
So that it will be seen, the plaintiff
does not owe Brown anything
on account of freights.

20 The said Brown has been credited
with all ^{the} repairs returned to the
company -

One of our men S. A. Cooper who
 was duly authorized to make settle-
 ments & received payments during
 my absents & while I was sick
 made a settlement with said Brown
 which showed that said Brown owed
 the plaintiff company \$127⁵⁰. This
 statement of account was erro-
 -neous, ~~although Brown acknowledged~~
~~that he owed that amount.~~ ~~Afterwards~~
 Brown & myself took up this matter
 which is fully shown on the sheet
 headed "General Statement of Account"
 dated Oct 21st / 1892. & signed by
 S. A. Cooper & C. R. Brown & corrected
 that settlement & gave Brown
 Credit for all sums then found to be
 due him & by this corrected settlement
 it is shown that the plaintiffs then
 owed to Brown \$6⁸⁷ which last
 amount was credited to him on
 his hay rake account of 1892.
 This corrected settlement is shown
 by a sheet headed "General Statement
 of Account & the credit of \$6⁸⁷
 is shown in red letters. & the
 credit thereof is shown on the
 sheet marked Abstract 1892 &
 on the same sheet which is
 the balance due from said
 Brown on his hay rake account
 of that year the item spoken of
 above by me of \$42¹³ & interest.

3' As to the account for house rent,
I as the agent for the plaintiff
never undertook, promised or agreed
to pay any house rent for said
company & on the said 21st Oct
1892 in the settlement made with
C.A. Cooper ^{he} gave him a receipt
for \$58⁵⁵ extra commissions &
not cash extras \$15⁹². This receipt
is found among the ~~papers~~ papers in
envelope marked No 2 & to more
particularly identify the same I
filed it herewith marked it
on the back machine receipt
1892 & I at no time agreed to
pay ~~any~~ house rent on said
machines & it is not usual
to do so.

Cross-examined.

Quest 1. Who made the settlement between the
plaintiffs and defendant C.A. Brown
as shown by statement for 1891,

Ans I do.

Quest 2. Who made out said statement for 1891,
that is filed in this case.

Ans. The machines charged on the account
was charged on there ~~by~~ Chicago
office by some of the book keepers.
Brown & I checked the ~~last~~ charges
by the invoice sent him, except
one machine & that was a machine
turned over to us by the Green

Machinery Co. in 1890 & that machine
we turned over to C. H. Brown.
He agreed to take it & I made
that charge myself. I placed
the credits on it.

Ques 3. Was this settlement in full for the year
1891, and reported as correct by you,
at the time, and approved by the
plaintiffs

Ans. It was sent in by me as a
settlement in full & correct &
~~would have~~ was correct if I
realize the McNeil Note.

Ques 4. How long after the date of this
settlement was it before the McNeil
note was discovered to be a mis
take and who made the discovery?

Ans. According to Mr Brown's statement
Mr. A. S. McDowell of the Greer Machinery
Co. was here a few days after
I made the settlement & made
settlement with Brown for the
Greer Machinery Co. & on his
return to Knoxville the Greer Machinery
Co. demanded of us the said note.

Ques 5. How many ~~machines~~^{machinery} were shipped to
C. H. Brown from Chicago place of
business of the plaintiff for the year
1891

Ans. ³⁵
~~36~~ New Deering mowers, & 2 Giant mowers
~~5 shipped from~~
Is there any dispute about the

deponent C.K. Brown accounting
for the two giant mowers?

Ans. No Sir.

Quest. How many of the ^{said} 35 mowers were sold
and notes or cash for the same turned
over to the plaintiffs, by C.K. Brown.

Ans. I can't tell whether he sold the
machines ~~and~~ sent him from
Chicago or from Bristol or the
one already here. Out whole lot
of 41 New During mowers received
by Brown that year there was
one transferred to D.B. Humphell
& 3 ^{left} on hand left which
making 4 which he received
Credit on.

Quest. From what other points were mow-
ers shipped to said Brown & how
many, for the year 1891.

Ans. There was 5 shipped from A S
McDowell of Bristol, Tenn &
one that was left on hand
by the Guer Machinery Co in Knoxville
in 1890 that was turned over to him.

Quest. How many notes were turned over to the
plaintiffs for mowers, for the year 1891,
how much cash, -

Ans. 44 notes amounting to the sum of
\$1701⁰⁵ & including the McNeil Note.
Some of these notes included two
payments on one machine.
Cash \$13⁹² ~~\$~~ or check.

Ques 9. Have the plaintiffs the names of the purchasers of mowers for the year 1891, yes, how many are there?

Ans yes sir, we have them made out in the hand write of C.K. Brown. According to his statement he sold 38 New Deering mowers, one more than we have him charge with which must be the McNeil machine as his name appears on the list furnish by said Brown.

Ques 10 How many of the 41 mowers were not sold, & what become of them?

Ans Of the 41 mowers he was credited with ~~43~~ 3 on hand & 1 shipped to another agent shipped, D.B. Campbell making all told 4 New Deering mowers he received credit for in the 1891 account leaving only 37 for him to account for to Wm Deering & Co,

Ques 11. you state in your answer to question 9, that C.K. Brown sold 38 mowers, did the plaintiffs credit him with that number.

Ans. He accounts for 37 machines provided the McNeil note had been properly turned over to Wm Deering & Co,

Ques 12 Has not C.K. Brown accounted for the 41 mowers for which he was charged with by the plaintiffs?

He has; provided we had gotten the McNeil note.

Ans 13. Did not the plaintiffs receive the McNeil note?

Ans It was in the lot of notes amounting to 1701⁰⁵ but I did know it was for a machine sold by the Guer Machinery Company at the time.

Ans 14. What became of the McNeil note? and who realized the proceeds of same if collected.

Ans. I sent it to Wm Deering & Co of Nashville Tenn & have no personal knowledge of what became of it.

Ans 15. Your headquarters for business for the plaintiffs is ^{it not} in Nashville Tenn, and are you not now direct from said place?

Ans yes Sir, but in the season of 1891 & 1892 it was at Bristol, Tenn.

Ans 16. Where were you when you signed the receipts marked "A & B" filed with ~~the~~ C. H. Brown's answer.

Ans ~~At either~~ at In Brown's hotel up stairs in a room fronting ^{the street} ~~this way~~ before the hotel, or that room, was repaired.

Ans 17. Did you make a settlement for 1891 with him in said room?

yes Sir.

Ques 18. After the settlement was made in said room, then did you not come down into the office of the hotel, and while in said office did not said Brown call your attention to the fact that said receipts were not right & that the words "in full" should be inserted?

Ans. No sir, he did not for those two receipts.

Ques 19. Did not you then & there insert the said words yourself or direct him to put the said words in said receipts, & that they were then inserted either by you or said Brown.

Ans. I did not insert them, nor did I instruct him to insert them, & they were not then & there inserted in my presence.

Ques 20. Are there any receipts in which these two words were inserted after they were signed, if so, state which ones they were.

This question is objected to because too general as the receipt not specific. A. L. Pritchard

Ans. No sir, there were not.

Ques 21. You state according to C. K. Brown's statement he said 38 mowers, did the plaintiffs accept this statement?

as correct and approve it for the year 1891,

Ans - ~~For 37 of them~~ The company did not ^{accept} that ~~they~~ ^{he} sold 38 of their machines.

Ques 22. How many of the 38 mowers did they accept?
37-

Ques 23. When was it you made a settlement for the doings for 1892?

Ans - S. A. Cooper made the first settlement with him Oct 21st / 1892. On January 1st 1893 I made the corrected settlement.

Ques 24. Did not C. H. Brown turn over to you as agent for the plaintiffs all the mowed mowers and other machinery of the plaintiffs on the 21st day of October 1892?

Ans - He did not.

Ques 25. What became of it?

Ans - He signed the ware house receipt made out by S. A. Cooper on Oct. 21st / 1892 for all machines & repairs he had on hand.

Ques 26. In what capacity did he hold the same?

Ans - As an agent for Wm. Deering & Co. in the same manner he held the machines over from 1891 to 1892 free from any claim to the Wm. Deering & Co. as per the agreement shown by the receipt heretofore filed.

Ques 24, Did the plaintiffs have any contract
whatever with C. H. Brown to act as their
agent for the year 1893,?

Ans. No Sir.

Ques 25. Then are they not liable to him
for wine house rent for the year
1893,

This is objected to because a
legal inference is not a fact
A. L. Prudden

Ans. I think not.

Ques 26, Did not the plaintiffs keep
their mowers in the wine house
of C. H. Brown after the 31st day of
October 1892 up to the time 31st
day of October 1893,

Ans. No Sir. C. H. Brown kept them.
I did not get him to keep them
for Wm. Deering & Co. ———

Ques 27, Who was he keeping this machinery
for during said time?

Ans. For himself, I suppose, in the
same manner he kept it over
from the year 1891 to 1892. There
was at that time a contract
pending but was never completed.

Ques 28, Was said machinery ever taken
out of the wine houses of C. H. Brown
if so, when was it, and who
removed it?

Ans. They were taken up by me on
Feb'y 4th 1893 & charged to the Bristol

Implement company, Bristol Tenn.

I reported it to Wm Deering & Co & they sent invoice to the Bristol Implement company of the goods.

Mr. Brown asked me who was going to work this territory as our agents & I stated to him that the Bristol Implement Co would & would send Mr M. L. Hubbs to canvass this county.

2440, 29 ~~I do not the place~~ Are the plaintiffs indebted to C. K. Brown for the freight on H. Binder 2400 lbs at 59^{cts} per 100 lbs, also for the freight on 3 mowers \$16⁰⁰ for the year 1892,

They are not. They are only indebted to him for the freight on 1 Giant mower, 1 truck, ^{+ 1 binder} at forty nine cents per hundred, which he is credited with in statement 1893. And is as stated before amounts to \$12⁸⁴, the weight of the machines being \$2600 lbs as billed.

2440, 30, Did you not pay that the plaintiffs would pay C. K. Brown for the storage for keeping their machinery?

ans I did not. On my return here in the fall of 1893, the Bristol Implement Co instructed me & gave me the money to pay the storage on the machines from

Feb'y 4th 1893 up to July 1st 1893. C.K. Brown rendered a statement against the Bristol Implement Co for storage from Sept 1st 1892 until Sept 1st 1893 at \$2⁰⁰ per month, making \$24⁰⁰ and as this was not in accordance with their account I did not pay him. Wm Dering & Co have not paid it.

Ques 31. State whether or not the letter handed you dated April 3^d 1894 is from William Dering & Co, and if so, file the same with your deposition & monked it 'x'.

Ans. It is from the Nashville office & was dictated & signed by ~~Wm~~ H. A. Wilcox, who is not the book keeper at the office there & has only been there since March 1st 1894.

Ques 32. State whether or not the letter handed you dated April 11th 1894 is from William Dering & Co, & if so, file the same with your deposition as part of the same monked 'y'. Also examine the statement of notes for 1891, accompanying said letter & state if it is correct, & if so file it with your deposition monked 'O'.

Ans. The letter is from Wm Dering & Co addressed to Brown & Orr of Chicago, & the list of notes

corresponds with the list of notes
sent in by me to Wm Deering & Co
in 1891 & is evidently copied
from that list & contains the
McNeil note of \$48.⁶⁵ & it is
usually our custom to furnish
our agents with a list of all
the notes taken near his point
whether the goods are sold by
him or some other agent.

The foregoing letter is objected to because
it shows upon its face that it ad-
dressed to Brownson, and therefore not
relative to this transaction.

A. L. Primmer

Ques.

Please state whether or not said
letter and statement of notes show
that the plaintiffs acknowledge
payment in full of said McNeil
note?

The foregoing question is objected to
because the letter & statement show
for themselves.

A. L. Primmer

Ans.

The statement shows that the note
has been paid, but it was turned
over to the Wm Deering & Co
by the Greer Machinery Co of
Knoxville Tenn.

Ques.

When J. M. Greer & Co's agent came
into Lee County Virginia and sold
the mow to McNeil, was he not in
Ch. Brown's territory, and any sales so

made in said Brown's territory
was for the said Brown entitled to the
benefit of it.

Ans. It is not so stated in the contract
& in accordance he was not.

Ques

After said sale was made was
it not agreed by you as agent
for the plaintiff, or agreed to the
plaintiff that C. K. Brown should
have the benefit of it?

Ans. I agreed to go & see the Green Machinery
Co & insist on their turning the
order over to C. K. Brown. They were
making an effort to contract
with him to handle their goods
& if they would turn over this
order to him & not sell any
more Deering mowers in this
County Mr Brown would accept the
agency for their goods & he, C. K.
Brown states to me that he
would do so.

I agreed to it when I had
seen Hugh M Green a member
of the firm & he agreed to send
the order to C. K. Brown ^{& allow} the Com-
missions, the difference between
the Green Machinery Company's price
& the price at ^{which the} machine was sold,
provided the Green Machinery Company
would charge the machine back
to Wm Deering & Co so that they

Could charge it to C. H. Brown.

The Greer Machinery Company refused to turn the machine over to J^m Deering & Co.

Ques.

Did the plaintiffs in this suit, direct this suit to be instituted or do they know that it is pending?

Ans.

It was directed by them.

And further this witness saith not.

W. G. Davis

Virginia Lee County Court:

I, D. C. Sewell a notary public for the County aforesaid in the State of Virginia, do certify that the foregoing deposition of W. G. Davis was duly taken, subscribed & sworn to before me at the time & place for the purpose in the Caption mentioned. Given under my hand this June 2nd 1874.

D. C. Sewell.

Notary Public for Lee Co Va

Wm Deering & Co

23 } Depositions

C. K. Brown

Filed June 4th 1894

& received from
W. S. Sewell Notary P.
before whom taken.

A. B. Munsey ^{clk}

Notary fee \$ 25

7 hrs -

To the Hon. W. T. Miller, Judge of the Circuit court of Lee Co.:

Your undersigned special commissioner in the case of Wm. Deering vs. C. K. Brown et al, begs to report that this case was compromised by the parties after he had done a large amount of work. He was engaged on this case off and on for about one year, all because of the slowness of the parties. He had his report about ready to file, and was only waiting for more evidence on a certain point, when this case was settled, as per the agreement ~~heretofore~~ with the papers filed in the cause. ^{one} This was a very complicated cause, and involved considerable study and worry. Your commissioner therefore reports that he was engaged, in active work nearly forty hours. But he is willing that his fee be taxed at twenty-five dollars, and he asks that this amount be so ordered.

Respectfully submitted.

E. W. R. Ewing,
Commissioner.

Circuit Court Clerk's office:
Lee Co. Virginia.

This day E. W. R. Ewing made oath that he had been engaged in this case at least a number of hours, which at .75- would equal the sum above reported, to wit: \$25.00.
Given under my hand June 11, 1895.

A. B. Muncy Clerk

was requested not to file it by the parties

Wm Deering, Adm.

vs. } Reft.

C. K. Brown et al

Reft. of Cour. Ewing.

Filed June the 11th 1893
A B Munsey
Clerk

Court fee \$25.00

LIS PENDENS.

The Geiser M'f'g Co.
vs. (In Chancery.
John Brown et als.

Be it known that there is now pending in the Circuit Court for Lee County, Virginia, a suit in Chancery, the title of which suit is "The Geiser Manufacturing Company vs. John Brown et als.", the object of which ~~xx~~ said suit is:- First, to set aside a certain conveyance made by John Brown and Susanah Brown, his wife, to Wm. Brown et als, dated Nov. 3, 1893, and ~~xxx~~ recorded in deed Book No. 29, page ____; and Second, to enforce certain Judgments liens of the Geiser M'f'g ~~xxxxxx~~ Company, and others, against the said land conveyed in the said deed as aforesaid. This Lis Pendens is intended to effect the estate of John Brown and Susanah Brown, his wife, Wm. Brown, Mary J. Nevils, wife of Bishop Nevils, Elisabeth Estep, wife of Granvil Estep, Malinda Chadwell, wife of Hiram Chadwell, Moses M. Brown, ~~xxxxxx~~ Eliza A. Campbell, wife of O.D. Campbell, Rebecca A. Brooks, wife of John L. Brooks, Lilda Estep, wife of John Estep, Johanna Estep, wife of Wm. Estep, in that certain tract of land conveyed by the said John Brown and Susanah, ~~xx~~ his wife, in the said deed aforesaid, dated Nov. 3, 1893, and recorded in the said Deed Book, No. 29, page-----, which said tract or parcel of land is described as follows:- "Beginning on the head waters of Lick Branch, about 50 yards from Hiram Chadwell's house, and following the meanderings of the said branch, north-westwardly to where the lands of Albert Nelson joins us on the west side of our farm, to have and to hold all the said land lying South and Southwest of Lick Branch". For a more particular description of said land reference is here made to ~~to~~ the said deed above referred to.

This Feb. 1st, 1896.

*The Geiser M'f'g Co.,
By A. M. Goins, Atty.*

Virginia Lee County, to wit:

*In the office of the clerk of said County,
the 3rd day of January, 1896, at 9.30 A. M., this Lis
Pendens was presented and admitted to record*

*Teste: S. V. F. Richmond
Clerk*

LIS PENDENS.

The Geiser M'f'g Co.
vs.--- In Chancery.
John Brown et als.

Filed Feb. 3rd, 1896. *for record.*

9-30 a.m.

A. W. T. Richmond Clerk.

Clerk.

*Recorded in Deed
Book 32 Page 250.*

Examined

C. E. B. S.

John Brown et als.
vs. (In Chancery)
The Geiser M'f'g Co.

LIS PENDENS.

STATEMENT OF REPAIRS TO BE ACCOUNTED FOR.

A list of the notes... *44* ...in number, amounting to an adjustment of account with Wm. Deering & Co., the acceptance

COMMISSION REPAIRS.			COMMISSION REPAIRS.			NET CASH REPAIRS.			DESCRIPTION OF NOTES.	
Date Shipped.	FROM	Gross.	Date Shipped.	FROM	Gross.	Date Shipped.	FROM	Net.	MAKER'S NAME.	POST OFFICE.
May 13	Chicago 1373	7610				May 13	Chicago 1373	3148	Anderson E.S.	Fairview Va
" 12	Great Mchryles 704	25					On		Banner V.S.	Stickleyville "
		7635					OH	2348	Bartley I C	Douglases "
	On						to account for	800	Brown C.K.	Jonesville "
	OH	7240						3148	Brown A.M.	" "
	to account for	395							Chandler J & Warner Jno A	Chandler "
		7635							Do	Do "
									Dickinson R W	Hunters Gap "
									Duff J.W.	Jonesville "
									Do	Do "
									Edwards James D	Do "
									Edwards J.H.	Do "
									Ely Sarah C & J R	Do "
									Do	Do "
									Do	Do "
									Fannon T & Horton J B	Chandler "
									Do	Do "
									Fleener M B	Jonesville "
									Hamblen Chas T	Do "
									Hamblen D.S. & Clabel	Do "
									Hobbs J.H. & Barnett G.H.	Boonespath "
									Kelly J.H.P.	Pemington Gap "
									Litton M.F.	Rocky Station "
									Livesay R.G.	Black Water "
									Do	Do "
									McNeil M.A.	Longfield "
									Manep F.A.	Manep "
									Neff M.S.	White Shoals "
									*Pennington Jas M	Jonesville "
									Pennington Jas J	Do "
									Richmond A.C.H. & Sebell B.H.	Do "
									Robinnett Ira P	Fairview "

Ed Brown

SELLING AGENT

\$1701.⁰⁵.....made by the actual purchasers of W. D. & Co.'s goods that were sold by *me* to them in 1891, and given by them in payment for such purchases and now delivered to W. D. & Co. by *me* on or rejection of them to be subject to the options reserved to W. D. & Co. in contract between us for the season of 1891, under which these sales were made.

STATEMENT OF MACHINES TO BE ACCOUNTED FOR.

DATE.	FROM		JUNIOR STEEL H. & B.				All-Steel H. & B.				NEW DEERING MOWER.					D. J. G.	DEERING GIANT MOWER.					One Horse Mower.				D. L. R.		ATTACHMENTS.				OTHER MACH'S.								
			5 ft.	6 ft.	7 ft.	Att.	5 ft.	6 ft.	7 ft.	Att.	4 ft. 2½ in.	4½ ft. 2½ in.	5 ft. 2½ in.	4 ft. 3 in.	4½ ft. 3 in.		5 ft. 3 in.	Year.	6 ft. 3 in.	5 ft. 2½ in.	6 ft. 2½ in.	7 ft. 2½ in.	5 ft. 3 in.	6 ft. 3 in.	7 ft. 3 in.	Year.	3½ ft. 2½ in.	4 ft. 2½ in.	3½ ft. 3 in.	4 ft. 3 in.	Reg.	Fold.	Truck.	Kind.	B. C.	F. C.	No.	Kind.		
May 13	Chicago	2825		2		2						5		5	25							2																		
Apr 7	Mc Dowell	118		1		1								1																										
May 9	"	303													1																									
"	"	394													1																									
"	"	305													1																									
Aug 19	"	846													1																									
	Greer Mch Co											1																												
			3			3						6		6	29							2											3							
	Cr																																							
	Trans to W. H. Campbell														1																									
	total sold		1			1						6		6	25							1											1							
	Off		2			2									3							1											2							
			3			3						6		6	29							2											3							

31
 34
 4

Adjustment of Repair Account to ascertain the amount due
WM. DEERING & Co.

Adjustment of Twine Account to ascertain the amount due
WM. DEERING & Co.

Adjustment of Machine Account to ascertain the amount due WM. DEERING & Co.

TWINE BINDERS AND ATTACHMENTS.

COMMISSION REPAIRS.

Dr.

Cr.

Lbs.

TWINE.

Dr.

Cr.

Dr.

Cr.

to account for	395	
By Gratia bouchers		275
agt Commission		30
Bal Due		90
	395	395

100 Daisy	10	1050	
Bal		1050	
	1050	1050	

Sold for Cash.	
100 Daisy at 10¢	1050
Bal Due	1050
	1050

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

H. & B. sold for Cash, @

Attachments,

Sold for Notes.

NET CASH REPAIRS.

to account for	800	
Bal Due		800
	800	800

1 H & B	10500
1 Pr trucks	700
Bal Due	11200
	11200

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

H. & B. sold for Notes, @

Attachments,

105	00
7	00

Copy

Jonesville Mich 25 1891

MEMORANDUM OF AN AGREEMENT, Between WILLIAM DEERING & COMPANY, a Corporation, of Chicago, Illinois, and

C. K. Brown of Jonesville P. O. County of Lee and State of Va

I. Said WILLIAM DEERING & COMPANY have appointed said CK Brown Agent hereunder and for receiving, keeping and selling in their behalf their Harvesters, Binders, Reapers, Mowers, Twine, Extra Parts, Trucks, Bundle Carriers, Flax Carriers and other attachments, on commission, for the following territory only.

Jonesville & Tributary trade

for the entire season of 1891. II. Said Agent agree to perform all the duties of such agency with prompt business diligence and due care and skill, and in particular also agree :

- (1). To sell only upon the terms and at the prices prescribed by William Deering & Company and solely to good and responsible parties, using no warranty other than William Deering & Company's printed warranty for 1891.
 - (2). To effect a complete settlement with each purchaser at the time of delivery, and remit all cash proceeds promptly to William Deering & Company. All notes for the purchase price shall run to the order of William Deering & Company, using the blanks provided by them. To guarantee the payment of such notes in the form now used by William Deering & Company in such case. It is intended that notes taken from purchasers shall be such as shall be good without further security at any local bank in the vicinity. And if any note or notes be turned over as being of that character, and William Deering & Company shall within six months discover a mistake in so rating the same, said Agent shall make the same good.
 - (3). To render to William Deering & Company at the close of the selling season, or whenever requested by them, a complete statement of sales, and also to render to them, on request, a full statement of account upon blanks to be furnished by them for that purpose. All goods shipped or received, until sold and delivered, and the entire proceeds of all sales shall remain the sole property of William Deering & Company, and shall be treated as a special deposit for them, until they shall be fully settled with.
 - (4). Not to sell or be interested in the sale of any similar goods of or for any other house or concern.
 - (5). Said Agent shall pay all costs and expenses of a canvasser or expert, if any, while working for or with said Agent, should any be provided by William Deering & Company.
- Said Agent shall also at his expense keep all the goods insured from loss by fire, for the benefit of William Deering & Company, for at least the net price while in his custody; and will safely house or store and keep free of taxes or other charges to said William Deering & Company all goods on hand at any time, excepting machines which have been set up and used as samples, and remain unsold after harvest, which, in all cases, shall be paid for by said agent, at time of settlement. Said Agent will collect the ratable freights on such machines and property as may be re-shipped by him; such collection to be of the Carrier or Transportation Company as back charges at the time of re-shipment, or of other parties if delivery be made thereto, and said Agent shall make no charges against William Deering & Company therefor or in this behalf. Said William Deering & Company, if they do not regard any of the notes as satisfactory or good, may, at their option, take and hold the same as collateral to the balance due from said Agent.

This agency may at any time be determined by said William Deering & Company, without liability for damages, and they may at once take possession of the goods or property unsold and of everything in the hands of the said Agent in any way relating to the business. Said Agent shall receive at his cost for carriage, all printed matter that William Deering & Company supply him with, and shall diligently distribute same, and also shall advertise during the months of May, June, July and August in at least one newspaper in each County of the territory occupied by him.

III. To supply the agency, said WILLIAM DEERING & COMPANY will use their best efforts to complete and ship all machines and goods aforesaid ordered of them so long as their stock shall last, but shall not be liable to said Agent in case the demand shall exceed the supply, or in case of inability from fire or any other unavoidable cause to supply the demand, and shall from the proceeds of sales allow said Agent as commissions, which shall be full compensation or consideration for the undertakings of said Agent, the excess or surplus over and above the amount due said WILLIAM DEERING & COMPANY.

IV. Said Agent order of WILLIAM DEERING & COMPANY to be shipped from their factory between January 1st and August 1st, 1891, f. o. b., the following mentioned goods which with others that may be subsequently ordered or received, and all commission goods on hand from previous years are subject to the provisions and conditions of this contract, and all of the above are to be settled for at the prices below named, or such other net prices as said WILLIAM DEERING & COMPANY subsequently make in writing to said Agent.

	NET Price Each For Cash.	NET Price Each For Notes.		NET Price Each For Cash.	NET Price Each For Notes.
Deering Junior Steel H. & B., 5-ft. cut			Mower		
1/ " " " 6 "	10.5	11.0	Deering One Horse Mower, 2 1/4 in Sec.		
" " " 7 "			" " " 3 " "		
" " " 5 "			1/ Deering Light Reaper—Folding	6.00	6.50
" " " 6 "			" " " —Regular		
" " " 7 "			1/ " Truck for Junior Steel	7.00	8.00
1/ New Deering Mower, 3 in. Sec., 4ft. cut	38	40	" " accommodated for All-Steel & Junior		
" " " 3 " 4 1/2 ft.			1/ " Bdl. Carrier for Junior Steel & All-Steel	7.00	8.00
" " " 3 " 5ft.			" " " Junior		
1/ Deering Giant Mower, 3 in. Sec., 5 ft. cut	50	52.50	" Flax and Clover Carrier		
" " " 3 " 6 "			" Canvas Cover for		
Mower					
Mower					
Mower					

Sales of all Extras shall be for cash only on which a commission of 25 per cent. shall be allowed to said agent, (except Net Cash Extras, all of which said agent shall pay for at time of settlement.) Said agent agree to furnish WILLIAM DEERING & COMPANY with the donee's receipt for "gratis" Extras upon blanks to be furnished them for that purpose and guarantee to sell not less than one-half of all Extras received.

All notes taken for Machines and Attachments to be due as follows: One-half on or before September 1, 1891, and one-half on or about January 1, 1892, with interest until paid at eight per cent. from date of delivery.

WILLIAM DEERING & COMPANY.

(Signed) Per H. F. Hubbs
(Signed) C. K. Brown

In consideration of the appointment or retention of above part as agent of WILLIAM DEERING & COMPANY, for the sale of their Harvesters, Binders, Reapers, Mowers, Trucks, Extras, Twine and other property in certain territory, the undersigned, jointly and severally guarantee the fulfillment by said agent of all his obligations and duties growing out of or relating to such agency or otherwise, that now or hereafter may exist; and we agree to pay said WILLIAM DEERING & COMPANY, or their successors, all damages they may sustain by reason of any default of said agent; that the written acknowledgment of or a judgment of any court against said agent shall in every respect, bind and be conclusive against the undersigned, their heirs, and representatives; and that the liability hereby created shall not be waived, modified or canceled by any extension of time to pay or keep any part of said obligations or duties, or otherwise, nor except by surrender to us of this guaranty and agreement, or by endorsement hereon by WILLIAM DEERING & COMPANY, at their Home Office, in Chicago.

Witness our hands and seals Mich 25 A. D. 1891

P. O. Jonesville (Signed) C. K. Brown [SEAL]
P. O. (Signed) H. F. Hubbs [SEAL]

Copy

Gen'l Agt.

189...

COMMISSION
AGENCY CONTRACT.

WILLIAM DEERING & CO.,

WITH

Ag't.

P. O.

County of..... State of.....

Preferred Railway and Express Lines.

Telegraph Sta.

Freight, via.....

To.....

OR

Express, via.....

To.....

PRINTED MATTER

TO BE DIVIDED AS FOLLOWS:

English..... German.....

Norwegian..... Swedish.....

Bohemian..... Spanish.....

ESTIMATED SALES FOR 1891.

.....H. & B. Mowers.

Signed.....

COMMISSION AGENCY MACHINE CONTRACT.

MEMORANDUM OF AN AGREEMENT, Between WILLIAM DEERING & Co., a Corporation, of Chicago, Illinois, and
C. H. Brown of Jonesville, La. Feb 11th 1892
County of Lee and State of La.

Said WILLIAM DEERING & Co., have appointed said Agent... hereunder and for receiving, keeping and selling in their behalf their Harvesters, Binders, Reapers, Mowers, Twine, Extra Parts, Trucks, Bundle Carriers, Flax Carriers, and other attachments, on commission, for the following territory only.

La. County and Territory to Jonesville for the entire season of 1892.

Said Agent.. agree.. to perform all the duties of such agency with prompt business diligence and due care and skill, and in particular also agree..

- (1.) To sell only upon the terms and at the prices prescribed by William Deering & Co. and solely to good and responsible parties, using no warranty other than William Deering & Co's. printed warranty for 1892, to deliver, set up, and fairly start every machine sold, and to instruct the purchaser how to adjust it to work in different conditions of grain or grass.
- (2.) To effect a complete settlement with each purchaser at the time of delivery, and remit all cash proceeds promptly to William Deering & Co. All notes for the purchase price shall run to the order of William Deering & Co., using the blanks provided by them.
- (3.) To guarantee the payment of such notes in the form now used by William Deering & Co. in such case. It is intended that notes taken from purchasers shall be such as shall be good without further security at any local bank in the vicinity. And if any note or notes be turned over as being of that character, and William Deering & Co. shall within six months discover a mistake in so rating the same, said Agent shall make the same good.
- (4.) To render to William Deering & Co. at the close of the selling season, or whenever requested by them, a complete statement of sales, and also to render to them on request, a full statement of account upon blanks to be furnished by them for that purpose.
- (5.) All goods shipped or received, until sold and delivered, and the entire proceeds of all sales shall remain the sole property of William Deering & Co., and shall be treated as a special deposit for them, until they shall be fully settled with.
- (6.) Not to sell or be interested in the sale of any similar goods of or for any other house or concern.
- (7.) Said Agent.. shall pay all costs and expenses of a canvasser or expert, if any, while working for or with said Agent.., should any be provided by William Deering & Co.
- (8.) Said Agent shall also at h expense keep all the goods insured from loss by fire, for the benefit of William Deering & Co., for at least the net price while in h custody; and will safely house or store and keep free from taxes or other charges to said William Deering & Co. all goods on hand at any time, and if ordered away, to deliver free of cost, and if not ordered away, to settle for same September 1, 1893, excepting machines which have been set up and used as samples, and remain unsold after harvest, which in all cases, shall be paid for by said Agent at time of settlement and pay all damage to such property caused by neglect to properly store and care for same, and in no case to take parts from machines for sale as repairs.
- (9.) Said William Deering & Co., if they do not regard any of the notes as satisfactory or good, may, at their option, take and hold the same as collateral to the balance due from said Agent.
- (10.) This agency may at any time be determined by said William Deering & Co., without liability for damages, and they may at once take possession of the goods or property unsold and of everything in the hands of said Agent in any way relating to the business, and in no case are said William Deering & Co. to be held liable for any trespass committed by one agent upon the right of another. Each Agent must protect his territory against trespass the same as any other property.
- (11.) Said Agent.. shall receive at h cost for carriage, all printed matter that William Deering & Co. supply h with, and shall diligently distribute same, and also shall advertise during the months of May, June, July and August in at least one newspaper in each County of the territory occupied by h.

To supply the agency, said WILLIAM DEERING & Co. will use their best efforts to complete and ship all machines and goods aforesaid ordered of them so long as their stock shall last, but shall not be liable to said Agent in case the demand shall exceed the supply, or in case of inability from fire or any other unavoidable cause to supply the demand, and the said WILLIAM DEERING & Co. reserve to themselves the right to sell to any parties in the above territory who may buy of them or their General Agents direct.

Said WILLIAM DEERING & Co. shall from the proceeds of sales allow said Agent as commissions, which shall be full compensation or consideration for the undertakings of said Agent, the excess or surplus over and above the amount due said WILLIAM DEERING & Co.

Said Agent order of WILLIAM DEERING & Co. to be shipped from their factory between January 1st and August 1st, 1892, f. o. b., the following mentioned goods which with others that may be subsequently ordered or received, and all commission goods on hand from previous years are subject to the provisions and conditions of this contract, and all of the above are to be settled for at the prices below named, or such other net prices as said WILLIAM DEERING & Co. subsequently make in writing to said Agent.

	NET Price Each For Cash.	NET Price Each For Notes.		NET Price Each For Cash.	NET Price Each For Notes.
Deering Junior Steel H. & B., 5-ft. cut			Mower		
one " " " 6 "	108 00	113 00	Mower		
" " " 7 "			Mower		
" " " 5 "			Deering One Horse Mower, 3 in. Sec.		
" " " 6 "			Deering Light Reaper—Folding.		
" " " 7 "			" " " —Regular.		
one New Deering Mower, 3 in. Sec., 4ft. cut	38 00	40 00	" Truck for Junior Steel	6 00	7 00
" " " 3 " 4 1/2 ft.	"	"	" Bdl. Carrier for Junior Steel	6 00	7 00
" " " 3 " 5 "			" Flax and Clover Carrier		
Deering Giant Mower, 3 in. Sec., 5ft cut	29 00	62 00			
" " " 3 " 6ft "					
Deering Junior Giant Mower, 3 in. Sec. 5-ft. cut					
" " " " 3 " 6 "					
Mower					

Sales of all Extras shall be for cash only on which a commission of 25 per cent. shall be allowed to said agent, (except Net Cash Extras, all of which said agent shall pay for at time of settlement.) Said agent agree to furnish WILLIAM DEERING & Co. with the donee's receipt for "gratis" Extras upon blanks to be furnished them for that purpose and guarantee to sell not less than one-half of all Extras received.

All notes taken for Machines and Attachments to be due as follows; One-half on or before September 1, 1892, and one-half on or about September 1, 1893, with interest until paid

WILLIAM DEERING & CO.

Per. M. H. Davis
Agent.

In consideration of the appointment or retention of above part as Agent of WILLIAM DEERING & Co., for the sale of their Harvesters, Binders, Reapers, Mowers, Trucks, Extras, Twine and other property in certain territory, the undersigned, jointly and severally guarantee the fulfillment by said agent of all his obligations and duties growing out of or relating to such agency or otherwise, that now or hereafter may exist, and we agree to pay said WILLIAM DEERING & Co., or their successors, all damages they may sustain by reason of any default of said Agent; that the written acknowledgment of or a judgment of any court against said agent, shall in every respect, bind and be conclusive against the undersigned, their heirs, and representatives; and that the liability hereby created shall not be waived, modified or canceled by any extension of time to pay or keep any part of said obligations or duties, or otherwise, nor except by surrender to us of this guaranty and agreement, or by endorsement hereon by WILLIAM DEERING & Co., at their Home Office in Chicago.

Witness our hands and seals.....A. D. 189.....

P. O. Jonesville La

[SEAL]

P. O.

[SEAL]

E. S. Center. FEB 23 Ent'd
Gen'l Agt.

Jonesville Feb 11th 1892

COMMISSION

AGENCY CONTRACT.

WILLIAM DEERING & CO.,

WITH

C. K. Brown Agt.

P. O. Jonesville

County of Lee State of Va

Preferred Railway and Express Lines.

Telegraph Station Pennington Gap

Freight, via Cheapist Route

To Pennington Gap

OR
Express, via Southern

To Pennington Gap

PRINTED MATTER

TO BE DIVIDED AS FOLLOWS:

English, all German

Norwegian Swedish

Bohemian Spanish

ESTIMATED SALES FOR 1892.

five H. & B. forty Mowers.

Signed W. C. Davis

W. C. Davis

W

gm

1892

Settlement of

G. F. Brown
Jonesville
Va

WITH WILLIAM DEERING & CO.,
 CHICAGO, ILL., U. S. A.

10/21/92

Per adjustment

Mede (on adjustment)

of Cent. Union Jones

3

Mede (on adjustment)

Comd. Oct. 10/1/92 58.65

65.65

Jan 15/90

7.00

1.25

From 10.40m 0.44

Adt. 4.00m. 0.00m

12

9

1

all from
 Bal

127 50 ✓

11 65 ✓

4500

5 25
 36 27

92 50

15 00

45 00

69 87

25402 25402

To Settling Agents:

Read carefully and often the instructions in regard to settlements, which have been sent you and be fully governed thereby.

Received at General Agency, _____ *1892*

Forwarded to Chicago, _____ *1892*

69.87
40.00
29.87

Settling Agent _____

O. K'd by _____ *Gen'l Agent*

Approved at Chicago office _____ *189*

by _____

Adjustment of Machine Account, to ascertain the amount due WM. DEERING & CO.

MOWERS AND REAPERS.

Dr. Cr.

SOLD FOR CASH.

3 M. D. Mowers 4 1/2 ft 3 in 88⁰⁰
By Ints allowed
Bal due
11400 1088
10312
11400 11400

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

N. D. M. Sold for Cash, @ 34.34 1/3 10312
D. J. G. " " " " "
D. G. M. " " " " "
O. H. M. " " " " "
D. L. R. " " " " "

SOLD FOR NOTES.

27 4 1/2 ft 3 in M D M @ 40⁰⁰ 108000
By freight Allowed 9493
3 4 1/2 ft 3 in M D M @ 87⁰⁰ 11100
Bal due 109307
119100 119100

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

N. D. M. Sold for Cash, @ 36 4 3/30 109307
D. J. G. " " " " "
D. G. M. " " " " "
O. H. M. " " " " "
D. L. R. " " " " "

GENERAL STATEMENT OF ACCOUNT

With WM. DEERING & CO.
FOR PROCEEDS OF COMMISSION GOODS.

As per Settlement made 1892.
Dr. Cr.

Due For Binders and Attachments, 11100
in For Mowers and Reapers, 109307
Notes. 120407
Due For Binders and Attachments,
in For Mowers and Reapers, 10312
Cash. For Commission Extras, 990
For Net Extras, 21871
For Twine, 1050 14539

To file Prepared on cor. 14308
Switching 200
By freight on 10 M D M to be charged to 9307 3627
" 36 Bates 122200
" Cash to Sam Cooper. 12
" Check 13852
To note of A. M. Brown Ref 4500
Dec 1 By Three notes 9250
" 9 " Two notes 7500
" " One note A. M. Brown 4500
Bal due A. M. Brown 6987
160941 160941

1892.

Due in Cash for Machines,

" " for Twine and Repairs,

Due in Notes for Machines,

This adjustment of Accounts made this day as per the foregoing statement showing as due WM. DEERING & Co., as the proceeds of these commission goods not yet paid over, the sum of \$ after deducting all credits, set offs or claims due by reason of any and all matters and things growing out of the business or otherwise due to this date, tendered by me subject to the acceptance of WM. DEERING & Co. at their Chicago office.

STATEMENT OF EXTRAS TO BE ACCOUNTED FOR.

A list of the notes..... in number, amounting to
an adjustment of account with Wm. Deering & Co., the acceptance

COMMISSION EXTRAS.

COMMISSION EXTRAS.

NET CASH EXTRAS.

DESCRIPTION OF NOTES.

Date Shipped.	FROM	Invoice No.	Gross.	Date Ship'd.	FROM	Invoice No.	Gross.	Date Ship'd.	FROM	Invoice No.	Net.	MAKER'S NAME.	POST OFFICE.
Jan 1	On Hand		72401	1	On Hand	92	2348						
Feb 8	Chicago	1091	3003	8	Chicago	1096	80						
6 1	Center	190	3006	1	Center	190	576						
6 8	S.P. Martin & Co	833	4507	8	S.P. Martin & Co	833	300						
			8290	8 9	Greer & Co	1022	300						
				8 11	S.P. Martin & Co	1091	175						
							3779						
	Cr. Sold		1725		Cr. Sold		2187						
	On Hand		6565		On Hand		1592						
			8290				3779						

.....made by the actual purchasers of W. D. & Co.'s goods that were sold by.....to them in 1892, and given by them in payment for such purchases and now delivered to W. D. & Co. by.....on or rejection of them to be subject to the options reserved to W. D. & Co. in contract between us for the season of 1892 under which these sales were made.

SELLING AGENT.

STATEMENT OF MACHINES TO BE ACCOUNTED FOR.

Date.		FROM	Invoice No.	JUNIOR STEEL H. & B. 5 ft. 6 ft. 7 ft. Att.	H. & B. 5 ft. 6 ft. 7 ft. Att.	ATTACHMENTS Truck Kind B. C. F. C.	NEW DEERING MOWER 4 ft. 4½ ft. 5 ft. 4 ft. 4½ ft. 5 ft. Year. 2½ in. 2¾ in. 2¼ in. 3 in. 3 in. 3 in.	D. J. G. 5 ft. 6 ft. 5 ft. 6 ft. 7 ft. 5 ft. 6 ft. 7 ft. Year. 3 in. 3 in. 2½ in. 2¼ in. 2½ in. 3 in. 3 in. 3 in.	DEERING GIANT MOWER One Horse Mow. 3½ ft. 3½ ft. 4 ft. 2½ in. 3 in. 3 in.	D. L. R. Reg. Fold.	Other Machines No. Kind.
Jan 1		On Hand		2		2	3	/			
Apr 6		Chicago		2		2	40	/			
		Sold		1		1	43	/			
		On Hand		1		1	23	/			
				2		2	10	/			
							43	/			

shoulder off 3 in hand

STATEMENT OF TWINE TO BE ACCOUNTED FOR.

[illegible]

Adjustment of EXTRAS Account to ascertain the amount due
WM. DEERING & Co.

Adjustment of TWINE Account to ascertain the amount due
WM. DEERING & Co.

Adjustment of MACHINE Account to ascertain the amount due WM. DEERING & Co.

TWINE BINDERS AND ATTACHMENTS.

COMMISSION EXTRAS.

Dr.

Cr.

Lbs.

TWINE.

Dr.

Cr.

DR.

CR.

To acct for
By Grates
Agt Commission
Due to bal

1725

405
330
990
1725

100 Daisy @ 10 1/2
Bal Due

1050

1050

1050
1050

Sold for Cash.

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

H. & B. sold for Cash, @

Attachments,

--	--	--

NET CASH EXTRAS.

To account for
Bal due

2187

2187

2187
2187

Sold for Notes.

1 6 ft In Steel H&B
1 Or Trucks
Bal due

10500
600

11100

11100
11100

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

H. & B. sold for Cash, @

Attachments,

--	--	--

Agency No.....

THE 1893
ACCOUNT STATED
OF
SALES MADE BY
Le K. Brown
Jonesville Va
FOR
WILLIAM DEERING & CO.
(INCORPORATED)
CHICAGO, ILLINOIS, U. S. A.

Received at General Agency.....189
Entered in Combination Ledger, Folio.....
Forwarded to Chicago.....189

Adjuster.....
O. K'd by.....Gent. Agent.
Approved at Chicago Office.....189
by.....

The within tabulated statements, appearing on pages numbers one, two and three, are an
accounting made by.....sales agent at.....
State of.....for goods delivered to said agent by WILLIAM
DEERING & CO. under commission contract dated.....189, and
.....189, the different kinds or classes of goods being thereon
separately tabulated, as adjusted (subject to examination and approval of said WILLIAM
DEERING & CO. at Chicago, Illinois).
Dated at.....this.....day of.....189

.....
Sales Agent.
.....
Adjuster for William Deering & Co. (Incorporated.)

TWINE.

DATE	RECEIVED FROM	Invoice No.	Pure Manila	Manila	Manila A	Daisy	St'd Extra	Standard	Pure Sisal	St'd Mixed	Golden Rod	Buttercup	Lily	Am. Hemp	Sundries	
															Pounds	Kind
<div style="float: right; text-align: right;"> Total to Account for, TRANSFERRED AND SOLD </div>																
<div style="float: right; text-align: right;"> Total Sold, Fow'd to Account Stat'd (1) Total Accounted for, </div>																

EXTRAS—COMMISSION AND NET CASH.

2

DATE	RECEIVED FROM	Invoice No.	Imp. Steel		Jtd. Platform		Jr. Steel		Pony	Other Kinds		Attachments				New Deering				D. J. G.		Deering Giant				O. H. M.		D. L. R.		Other Kinds		HAY RAKES				Name								
			5	6	7	5	6	7	5	No.	Cut	Name	Truck	B-C	F-C	Bdr	2 1/4	4 1/2	4	4 1/2	5	5	6	5	6	5	6	7	3 1/2	4	Reg	Fold	No.	Cut & Sec.	Name		Wood Wheels				Steel Wheels			
																																					8	9	10	12	8	9	10	12
	On Hand 92					1						1							10				1																					
Total to Account for,																																												
DATE	TRANSFERRED, ON HAND AND SOLD	Invoice No.	Imp. Steel		Jtd. Platform		Jr. Steel		Pony	Other Kinds		Attachments				New Deering				D. J. G.		Deering Giant				O. H. M.		D. L. R.		Other Kinds		HAY RAKES				Name								
			5	6	7	5	6	7	5	No.	Cut	Name	Truck	B-C	F-C	Bdr	2 1/4	4 1/2	4	4 1/2	5	5	6	5	6	5	6	7	3 1/2	4	Reg	Fold	No.	Cut & Sec.	Name		Wood Wheels				Steel Wheels			
																																					8	9	10	12	8	9	10	12
12 9	Bristol Imp Co	703				1						1							10				1																					
Total on Hand,																																												
" Sold, Fwd. to Account Stated (4 & 2),																																												
Total Accounted for,																																												

4

Accounting made as above, subject to approval of WILLIAM DEERING & CO., at Chicago, Ill., this 1st day of March 1893
(INCORPORATED)

Sales Agent.

Adjustment of Machine Account, to ascertain the amount due WM. DEERING & CO.

MOWERS AND REAPERS.

Dr.

Cr.

SOLD FOR CASH.

8 4 1/2 3 N D Mowers @ 38.00

304.00

By Freight
Balance due

2896
275.04

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

N. D. M. Sold for Cash, @ 3438

275.04

D. J. G. " " " "

D. G. M. " " " "

O. H. M. " " " "

D. L. R. " " " "

SOLD FOR NOTES.

275.04

304.00

304.00

22 4 1/2 3 N D Mowers @ 40.00

880.00

3 " By Freight " (91) " 37.00

137.00

By Freight
Balance due

79.64
911.36

NET AMOUNTS CARRIED TO GENERAL STATEMENT.

N. D. M. Sold for Cash, @ 3638

800.36

" " " " 3700

111.00

D. J. G. " " " "

D. G. M. " " " "

O. H. M. " " " "

D. L. R. " " " "

911.36

991.00

991.00

GENERAL STATEMENT OF ACCOUNT

With WM. DEERING & CO.
FOR PROCEEDS OF COMMISSION GOODS.

As per Settlement made October 21st 1892.

Dr.

Cr.

Due in Notes,
For Binders and Attachments,
For Mowers and Reapers,

109.14
911.36

1020.50

Due in Cash,
For Binders and Attachments,
For Mowers and Reapers,
For Commission Extras,
For Net Extras,
For Twine,

275.04
15.15
21.87
10.50

322.56

May 10 freight 143rd St. Chicago 145.08

By Notes 36 in number as listed.
" Check to S. A. C
" Cash "

Balance due

1222.00
1349.50
138.52
.12
127.50

1488.14 1488.14

Jonesville Oct 21st 1892

This adjustment of Accounts made this day as per the foregoing statement showing as due WM. DEERING & Co., as the proceeds of these commission goods not yet paid over, the sum of \$1275.00 after deducting all credits, set-offs or claims due by reason of any and all matters and things growing out of the business or otherwise due to this date, tendered by me subject to the acceptance of WM. DEERING & Co. at their Chicago office.

Due in Cash for Machines,
" " for Twine and Repairs,
Due in Notes for Machines,

127.50

SELLING AGENT.

1892

Settlement of

Ch Brown

Jonesville

1023 7/18 Wa

WITH WILLIAM DEERING & CO.,
CHICAGO, ILL., U. S. A.

To Settling Agents:

Read carefully and often the instructions in regard to settlements, which have been sent you and be fully governed thereby.

Received at General Agency, 11/12 1892

Forwarded to Chicago, 11/23 1892

Received at
NOV 26 1892
CHICAGO OFFICE.

Settling Agent A. A. Cooper.

O. K'd by E. S. Center Gen'l Agent

Approved at Chicago office 189

by

A list of the notes...³⁶~~46~~...in number, amounting to an adjustment of account with Wm. Deering & Co., the acceptance

COMMISSION EXTRAS.				COMMISSION EXTRAS.				NET CASH EXTRAS.				DESCRIPTION OF NOTES.	
Date Shipped	FROM	Invoice No.	Gross.	Date Ship'd.	FROM	Invoice No.	Gross.	Date Ship'd	FROM	Invoice No.	Net.	MAKER'S NAME.	POST OFFICE.
6 1	Ottoman 91		7240						Ottoman 91		2348	Brown A M	Jonesville Va
7 8	Elliott	190	300					37	Hfgo.	1091	1080	Bays F. M	Kubbers Sprgs. Va
7 8	Martindale	1091	450					61	Cutter	190	576	" "	" "
8 9	Green Melbyla	1022	300					7 8	Martindale	833	300	Baker W a	Jonesville "
			8290					8 9	Green Melbyla	1022	300	Baron Jas. P	Turkey Cove "
								" 11	Martindale	1091	175	" "	" "
											3779	Conry Henry M	Kubbers Sprgs. "
												Covey Charles D	Beech " "
												Ely Sarah C + J R	Jonesville "
												" "	" "
												Ely M. G.	Turkey Cove "
												Ely J R + Sarah C	Jonesville "
												" "	" "
												" Gilley John "	Big Stone Gap "
												Wyatt A R	Jonesville "
												" Hamilton S. C.	Boons Path "
												James J. H.	Rose Hill "
												Faynes J. H.	Rose Hill "
												Jesse S. P.	" " "
												Mc Dowell J. H. + Hambleton R. E.	" White Shoals "
												Muncy James P	Van " "
												On C. D.	Dryden " "
												" Orr Robert W	" " "
												Simpson C	Turkey Cove "
												Sprinkle W. P.	Jonesville "
												Stoan James	Boon Path "
												" "	" " "

.....made by the actual purchasers of W. D. & Co.'s goods that were sold by.....to them in 1892, and given by them in payment for such purchases and now delivered to W. D. & Co. by.....on or rejection of them to be subject to the options reserved to W. D. & Co. in contract between us for the season of 1892 under which these sales were made.

Lee Brown

DESCRIPTION OF NOTES.

108	4	5	0
26	5	0	0
134	9	5	0

STATEMENT OF TWINE TO BE ACCOUNTED FOR.

Adjustment of TWINE Account to ascertain the amount due
WM. DEERING & Co.

TWINE BINDERS AND ATTACHMENTS.

Lbs.	TWINE.	Dr.	Cr.
100	Daisy Twine @ 10 1/2	10.50	
	Balance due		10.50
		10.50	10.50

	DR.	CR.
Sold for Cash.		

H. & B. sold for Cash, @_

Attachments,

--	--	--	--

Sold for Notes.			
1	6ft J. A. No 1 B-	113	00
1	Truck	7	00
	By Freight.		10.86
	Balance due		109.14

II. & B. sold for ^{Note} ~~Cash~~, @

Attachments,

102	14
7	00
109	14

12000

120.00



vs.

A. M. GOINS,
Attorney At Law.

Jonesville, Va., Mar 15, 1895.

Wm Dearing & Co.
vs
C. K. Brown. } In Chy.

The parties in order to adjust all matters in dispute in the above styled cause have this day made the following settlement:

1st C. K. Brown has executed and Wm Dearing & Co has accepted through its agent, S. A. Cooper, a note bearing even date herewith for the sum of \$80⁰⁰/₁₀₀ payable on or before Jan 1st 1896, which note is in full of all demands of the said Wm Dearing & Co. against the said C. K. Brown to this date.

2nd No ^{legal} attys. fee is to be taxed in this case, ~~and~~ ^{but} each party pays their own attys fees.

3rd All the residue ^{of the cost} in the above styled cause is to be equally ~~to be~~ divided between the parties to said suit, but no charge is to be made for the attendance of W. G. Davis as a witness in this case.

Wm Dearing & Co
by S. A. Cooper atty.
C. K. Brown

1st Decr 1875
J. M. Deering & Co.

C. H. Brown.

= 2 "

Memoranda
of

Settlement.

1893

C. K. Brown Jonesville Va
In Account with
W^m Hecring & Co Chicago Ill

Commissioner Report on Haul from 1892 as per adjustment	65 65	
Net Cash Report on Haul from 1892	15 92	

Cr.

By Commissioner on com Rep		
Short on transfer to J O Rebsom & Co		1.46
" Com Rep "		59.80
" freight on Binder Truck & Mower 26.00 [#] at 49 cts per Hundred		12.74
Bal due W ^m Hecring & Co		7.57
	\$81.57	\$81.57

To Bal Due on acc	\$7.57	
Interest on \$7.57 from Aug 1st 93	43	
Total Amount Due W ^m Hecring & Co	\$80.00	

Abstract

1893 -

Filed with W. Y. -

Davis' Deposition

June 20/1894 -

Ironville Va Oct 21/92.

In adjustment of Mach. A/c with
O. K. Brown, Mr Brown pays frst.
to the amt of \$25.54 on Mowers
now on hand. This amt he is
entitled to when Machs are
turned in either to Mr Deering
or some other a/ct.

J A Cooper
Settling A/c't for Deering

13 80
4
54 00

#368

V

Filed with C. R.
Brown's depro.

25

General Statement of C. K. Brown
A/c for the years of 1891, 1892 & 1893
at the 30th day of January 1894

Amount due on 1891 a/c	55 21
" " " 1892 do a/c	45 20
" " " 1893 a/c	8 00
Total Amount due 10 th Decr to date	\$108, 41

Ex-41

C. K. Brown. *Pennington Gap Va* Station, *May 26* 189*1*
 Pro. No. _____ Slip No. _____ To **LOUISVILLE & NASHVILLE RAILROAD COMPANY, Dr.**

	For Transportation on the following articles of Freight, viz:	Weight.	Rate.	Freight and Charges.
Way-Bill <i>2275</i>	<i>1 Car Reapers</i>	<i>30200</i>	<i>57</i>	<i>172 14</i>
Car <i>NL 9254</i>				
<i>May 17</i> 189 <i>1</i>	<i>Prepaid</i>			<i>93 76</i>
From <i>Louisville Ky</i>	<i>Total to be collected</i>			<i>78 38</i>
Consignor				
Original Point of Shipment.				
ALL BILLS PAYABLE IN BANKABLE FUNDS.		Total, - - - -		<i>78 38</i>
	Received Payment for the Company, <i>A. Johnson</i> Agent. <i>Jay Myrtle L.</i>			

$$\begin{array}{r} 35 \overline{) 1434} \\ \underline{140} \\ 34 \end{array}$$

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

E. S. CENTER, GEN. AGT.,
158 N. Market St.

Deering Binders, Deering Reapers,
Mowers, Binder Twine

(Main Office & Works, CHICAGO, U. S. A.)

Mr. C. K. Brown,

Nashville, Tenn., April 24th., 1893.

Jonesville, Va.

Dear Sir:-

In the new adjustment of the Settlement as made with you by our Mr. W. Y. Davis, Bristol, Tenn. there was shown to be a difference of \$7. in on hand commission repairs as the former settlement sheet showed \$58.65 and the re-adjustment showed \$65.65, and we herewith hand you a new receipt dated 10/21/93 for the amount of repairs on hand, \$65.65, also covering the Machines you have on hand and net extras, \$15.92 as per your former receipt.

Please sign and return the enclosed receipt and we will void the former one by returning it to you.

There is a balance due as per this adjustment \$69.87 on your Machine Account and there is a credit on your 1892 account of \$36.27 freights in on hand goods which we have charged to your 1893 account.

We refer to the balance on your 1892 Machine account which is due ~~xxx~~ you to-day, \$69.87 and we have charged your 1892 Machine account with that amount and credited the same on your Hay Rake account which according to our books was \$112.; this leaves a balance due us on Hay Rake account for 1892 \$42.13 and if you will kindly send us your check for that amount it will close all business for the season of 1892.

Please send us this check by return mail and the entire ~~business~~ business for the season of 1892 will be adjusted, also return the enclosed receipt properly signed by first mail.

Very truly,

F.

(2)

(Encls.)

WILLIAM DEERING & CO.,

Gen'l Agt.

37.00

37.00

4213
682
37.00
~~115.95~~
85.95
44
129.95
61 46
68.49
16
84.49

Wm. H. Deering & Co. New York

Wm. H. Deering & Co. New York

Wm. H. Deering & Co. New York

Wm. H. Deering & Co. New York

Wm. H. Deering & Co. New York

Wm. H. Deering & Co. New York

107
A (Form 86)

WILLIAM DEERING & CO., Chicago, Ill.,

Mashville, Tenn., Dec. 9th., 1892. 18

GENTLEMEN:—I have accepted 2 notes amounting to \$75.

for credit of 1892 account C.K. Brown, Jonesville, Va. as per following list:

2 of these notes are hereby enclosed, amounting to \$75.

were left with REFER TO IT. (Receipt enclosed) \$

2 GRADED BY S.W. McComb TOTAL AS ABOVE STATED, \$75.

WILLIAM DEERING & CO.,
Agent.

On "A" give full and detailed list of each and every note taken, whether sent to us or left with local parties for collection.
On "B" give detailed list of notes left with any party for collection, signed by party with whom so left.

No.	Maker.	Date.	Due.	Face.	Interest.	Payments.			
	Jayne, J.H.	8	21	92	9	1	93	25.	L.R.D. A
	Douglass, Va.								
	Susong, A.J. & Howard, Levi	"	1	"	"	"	"	50.	L.R.M.
	Walter Hill, Va.								

RECEIVED BY W.D. & CO.

DEC 12 1892

Answered.....

OFFICE OF
WILLIAM DEERING & CO.,
GRAIN AND GRASS CUTTING MACHINERY,
BINDER TWINE, ETC.,
FULLERTON AND CLYBOURN AVES.,
CHICAGO, U. S. A.

September 22, 1891.

E.S.Center, Esq.,
Nashville, Tenn.

Dear Sir:-

We return herewith all papers which refer to the pre-payment of freight charges on Union Line Car 9254, consigned to C.K.Brown, Penning Gap, Va.

Our record shows that we paid to the Pan Handle Railroad \$143.57, which is in accordance with expense bill attached hereto and sent you sometime in May. Owing to a clerical error on the part of the Louisville & Nashville Ry., charges were allowed on this shipment to the extent of \$78.38. On this account shipment was refused by Mr. Brown and the matter taken up with us, which was in return taken up with the Pan Handle Railroad and all charges released.

We have pre-paid on this shipment, as you will see, \$143.57, and that amount should be refunded by consignee.

Yours truly,

Wm Deering & Co



December 19, 1892.

Wm. Deering & Co.,
Nashville, Tenn.

Dear Sir:

Enclosed for correction and return find storage receipt
of C.K. Brown whose settlement sheet sets forth one 5-ft., 3"
Giant Mower on hand.

Yours truly,

WILLIAM DEERING & CO.

By _____

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

W. M. ERWIN, Gen. Agt.,
155-57-59 N. Market St.,

(C.K. Brown)

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, CHICAGO, U. S. A.,)

Nashville, Tenn. March 27th., 1893.

Mr. W. Y. Davis,

Bristol, Tenn.

Dear Sir:-

You wrote us on March 18th. to forward you a copy of the 1891 Settlement with C.K. Brown, Jonesville, Va., also a copy of his sales sheet for that year and we herewith enclose you copy of ~~this~~ ~~set-~~ ~~tlement~~ and the original sales sheet as returned to us by the Chicago Office to-day: the freight bills we cannot find, neither can the Chicago Office find them, they can find one freight bill which was paid on a car of Machines shipped to Mr. Brown but they did not send it to us; however, we think the sales sheet will be all you need.

The settlement sheet shows the following: That Mr. Brown sold one Giant Mower and had one on hand.,, The settlement sheet also shows that he sold,

6 ND. Mowers 4-1/2 ft. X 2-1/4 in.

6 N.D. Mowers 4 ft. X 3 in.

25 " " 4-1/2 ft. X 3 in.

37 Total, He had on hand three N.D. Mowers 4-1/2 ft. X 3 in. and the sales sheet give the names of Thirty-eight persons who bought N.D. Mowers that season showing he had sold one more Mower than he settled for and still had three on hand, you will understand the difference is in the totals of the N.D. Mowers he sold and the number of persons the sales sheet shows.

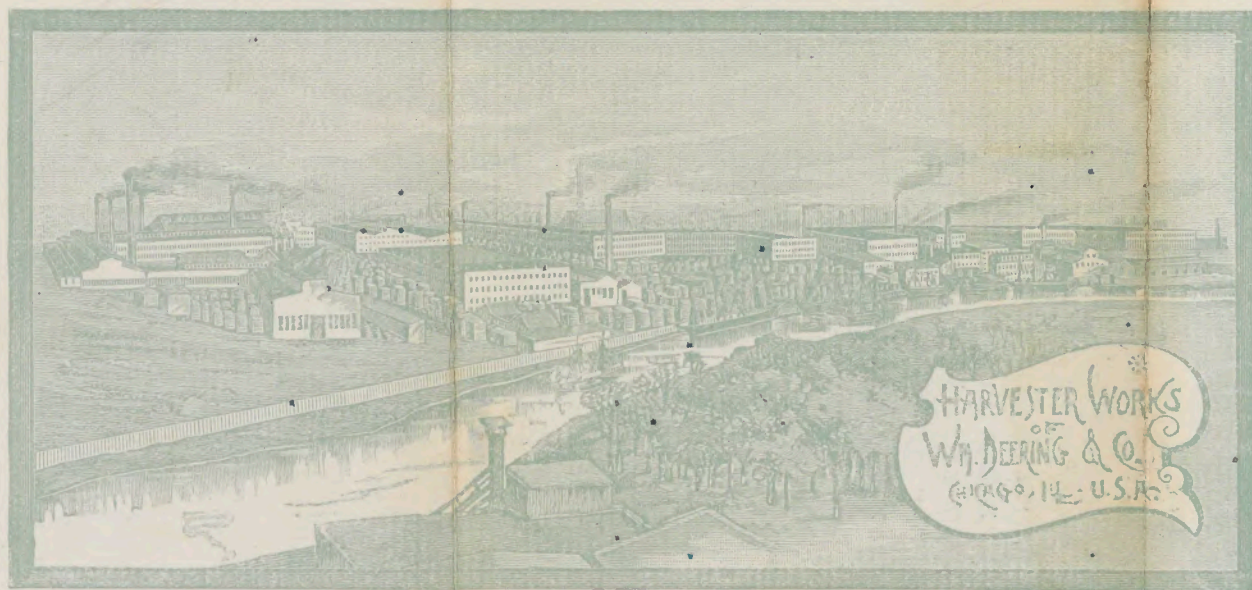
We trust you can convince Mr. Brown and collect this 1891 balance from him without delay.

Very truly,

F.

(Encls.)

WILLIAM DEERING & CO.,
Gen'l Agt.



HARVESTER WORKS
WM. DEERING & CO.
CHICAGO, ILL. U.S.A.

Dec. 3, 1892.

Wm. Deering & Co.,
Nashville, Tenn.

Dear Sir:

In checking over the "A" list which you sent us dated Nov. 22, '92 with 36 notes amounting to \$1222. for the 1892 account of C.K. Brown, Jonesville, Va. we fail to find one not signed by A.M. Brown for \$45.00, and in consequence we have erased this from the "A" list and will under separate cover receipt you for the remaining 35 notes amounting to \$1177. We find on our Bills Receivable Books a note given by A.M. Brown our #86705 for \$45., a description given herein on our form #140. We notice that you have graded the one on the "A" list A, which we presume is all O.K. and the one now past due will be paid soon. Kindly give us an explanation as to these Brown notes.

Yours very truly,
WILLIAM DEERING & CO.

BY _____

GRATIS REPAIR VOUCHER.

Agents are required to return this Voucher, duly signed, in EVERY CASE where gratis repairs are furnished. In no case will allowance be made unless Voucher and the defective part are shown at settlement.

July 15 - 1892

I have delivered to H. C. Joselyn of Jarvisville Va

State of Virginia the following repairs, without charge, the same being to supply breakages from defective parts of his machine bought of me season of 18....., which have broken through defect in the machine as shipped from the factory, and not through use or the fault of the owner.

NO. OF PIECES.	NO. OF PART.	DESCRIPTION OF PART.	LIST PRICE.		TOTAL.
<u>2</u>	<u>7, 87</u>	<u>Ratchet Pawl -</u>	<u>20</u>		<u>40</u>
<u>2</u>	<u>" "</u>	<u>Springs -</u>	<u>15</u>		<u>30</u>
					<u>70</u>

I hereby certify that the parts replaced by the above were defective when I bought my machine; that I have delivered the defective parts to the agent, and have received the above free.

H. C. Joselyn Purchaser's Name.

Chas Brown Agent.

7695-

502

2695-

GRATIS REPAIR VOUCHER.

Agents are required to return this Voucher, duly signed, in EVERY CASE where gratis repairs are furnished. In no case will allowance be made unless Voucher and the defective part are shown at settlement.

June 16 1892

I have delivered to A J Rosenthal of Brownsville

State of Virginia the following repairs, without charge, the same being to supply breakages from defective parts of his machine bought of me season of 18....., which have broken through defect in the machine as shipped from the factory, and not through use or the fault of the owner.

NO. OF PIECES.	NO. OF PART.	DESCRIPTION OF PART.	LIST PRICE.		TOTAL.	
<u>1</u>	<u>D 231</u>	<u>Recticut Bar</u>			<u>1</u>	<u>00</u>

I hereby certify that the parts replaced by the above were defective when I bought my machine; that I have delivered the defective parts to the agent, and have received the above free.

A J Rosenthal Purchaser's Name.

Leslie Brown Agent.

RECEIPT FOR GOODS ON HAND.

Machines and other property taken back on notes should be entered only on form 215.

I have on hand, this 3 day of September, 1891, at Jonesville State of Pa
the following described machines, etc., complete and in good order, except as specified on this receipt, viz.:

JUNIOR STEEL HARVESTER AND BINDER.										NEW DEERING MOWER.													
5 ft. cut.			6 ft. cut.			7 ft. cut.			4 ft. cut, 2 1/4 in. sec.		4 1/2 ft. cut, 2 1/4 in. sec.		5 ft. cut, 2 1/4 in. sec.		4 ft. cut, 3 in. sec.		4 1/2 ft. cut, 3 in. sec.		5 ft. cut, 3 in. sec.				
YEAR.	Boxed.	Set up as Sample.	Used and re-turned.	Boxed.	Set up as Sample.	Used and re-turned.	Boxed.	Set up as Sample.	Used and re-turned.	YEAR.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.			
1889 and before.										1889 and before.													
1890										1890													
1891										1891													
ALL STEEL HARVESTER AND BINDER.										DEERING GIANT MOWER.													
5 ft. cut.			6 ft. cut.			7 ft. cut.			5 ft. cut, 2 1/4 in. sec.		6 ft. cut, 2 1/4 in. sec.		7 ft. cut, 2 1/4 in. sec.		5 ft. cut, 3 in. sec.		6 ft. cut, 3 in. sec.		7 ft. cut, 3 in. sec.				
YEAR.	Boxed.	Set up as Sample.	Used and re-turned.	Boxed.	Set up as Sample.	Used and re-turned.	Boxed.	Set up as Sample.	Used and re-turned.	YEAR.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.			
1889 and before.										1889 and before.													
1890										1891													
1891										1890													
D. J. G. ONE HORSE MOWER.										Deering Light Reaper.				OTHER MACHINES.—Not Specified.									
6 ft. cut, 3 in. sec.		3 1/2 ft. cut, 2 1/4 in. sec.		4 ft. cut, 2 1/4 in. sec.		3 1/2 ft. cut, 3 in. sec.		4 ft. cut, 3 in. sec.		Folding.		Regular.		KIND.				Width of cut.		In good order.		Used and re-turned.	
YEAR.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.									
1889 and before.																							
1890																							
1891																							
Binder Attachment.		TRUCKS.			Bundle Carriers.			Flax Carriers.			TWINE.												
		All-Steel.	Junior-Steel.	Stand-ard.	All-Steel.	Junior-Steel.	Stand-ard.	All-Steel.	Junior-Steel.	Stand-ard.	Kind.		Pounds.		Kind.		Pounds.						
1889 and before.	In good order.										Daisy		1000										
1890	Used and re-turned.																						
1891																							

Also, Commission Repairs to the amount of \$ 72.40 Net Cash Repairs to the amount \$23.48, as per Inventory. All of the above described Machines, Attachments, Twine and Commission Repairs belong to William Deering & Co., (and are unsettled for) and which I agree to hold subject to terms of contract between us.

Levi Brown Agent.

GRATIS REPAIR VOUCHER.

Agents are required to return this Voucher, duly signed, in EVERY CASE where gratis repairs are furnished. In no case will allowance be made unless Voucher and the defective part are shown at settlement.

July 20th 1892

I have delivered to James J. Pennington of Jamesville
State of Virginia the following repairs, without charge, the same being to supply breakages from defective parts of his machine bought of me season of 1891..., which have broken through defect in the machine as shipped from the factory, and not through use or the fault of the owner.

NO. OF PIECES.	NO. OF PART.	DESCRIPTION OF PART.	LIST PRICE.		TOTAL.	
3 1 7	3 1 7	Drag bar, Square Hinge	2	00	2	00

I hereby certify that the parts replaced by the above were defective when I bought my machine; that I have delivered the defective parts to the agent, and have received the above free.

James J. Pennington Purchaser's Name.

W. B. Brown Agent.

Form 86)

AM DEERING & C

GENTLEMEN:-

✓

45.
 RECEIVED BY W.D. CO.
 JAN 23 1895
 as per following list
 amounting to \$ 45.
 Answered
 Ent. Ackd.
 (Receipt enclosed) \$

closed, W. M. DEERING & CO.
NO. 124650
REFER TO IT.

WILLIAM DEERING & CO.,

W. M. Ennis

Agent.

[illegible]

March 24, 1898.

William Deering & Co.,
Nashville, Tenn.

Dear Sirs:--

We are in receipt of yours of the 21st inst., requesting us to send you sales sheets and freight bills in the '91 settlement of C. K. Brown, Jonesville, Va.

We enclose the sales sheets, but we can find no other freight bills than one for carload of machines shipped and prepaid from Chicago. We think, however, that the sales sheet will be all you need. The settlement shows, that Mr. Brown sold one Giant Mower and had one on hand; this conforms with sales sheet.

He sold 6 N. D. M., 4-1/2 x 2-1/4

" " 6 " 4- " x 3-

" " 25 " 4-1/2 x 3-

A total of 37 N. D. M., and had on hand, 3 N. D. M. 4-1/2 x 3.

The sales sheet gives the names of 38 persons who bought N. D. Mowers that season, so that he had sold one more than he settled for, and still had 3 on hand.

We trust that you can convince Mr. Brown and collect the '91 balance.

Yours truly,

WILLIAM DEERING & CO.,

By

Jersin

GRATIS REPAIR VOUCHER.

Agents are required to return this Voucher, duly signed, in EVERY CASE where gratis repairs are furnished. In no case will allowance be made unless Voucher and the defective part are shown at settlement.

July 22

1891

I have delivered to James J. Pennington of Jameson & Co
State of Virginia the following repairs, without charge, the same being to supply breakages from defective parts of his machine bought of me season of 1891, which have broken through defect in the machine as shipped from the factory, and not through use or the fault of the owner.

NO. OF PIECES.	NO. OF PART.	DESCRIPTION OF PART.	LIST PRICE.		TOTAL.	
<u>1</u>	<u>2317</u>		<u>2</u>	<u>00</u>		

I hereby certify that the parts replaced by the above were defective when I bought my machine; that I have delivered the defective parts to the agent, and have received the above free.

James J. Pennington Purchaser's Name.

W. H. Brown

Agent.

Paid 5/18/91

William Deering & Co.,

CHICAGO, U. S. A.

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

E. S. CENTER, GEN. AGT.,
158 N. Market Street.

Messrs. Wm. Deering & Co.,

Nashville, Tenn., Sept. 8th., 1891.

Chicago, Ills.

Gentlemen:--

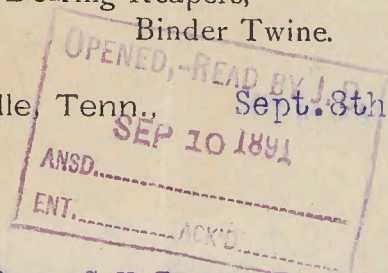
Attached find letter from C.K. Brown, Jonesville, Va. also prepaid freight bill as paid by you and bill rendered him by the L. & N. Road; Mr. Brown will not settle with us until we cannot explain to him the difference between the amount as shown as being prepaid on the L. & N., freight bill \$93.76 and the amount he has settled as shown on the freight bill rendered by the P.C.C. & St.L. Co. \$143.57.

Please give us any information on this subject that is in your hands.

E.

Very truly,

E. S. Center



$$\begin{array}{r} 200 \\ 200 \\ \hline 400. \end{array}$$

$$\begin{array}{r} 600 \\ 4 \\ \hline 2,400 \end{array}$$

OFFICE OF
WILLIAM DEERING & CO.,
GRAIN AND GRASS CUTTING MACHINERY,
BINDER TWINE, ETC.,
FULLERTON AND CLYBOURN AVES.,
CHICAGO, U. S. A.

April 11, 1894.

Messrs. Brown & Orr,
Jonesville, Va.

Dear Sir:--

As requested in yours of the 3 inst, we herewith enclose you a list of the notes turned in by you in settlement of your 1891 business. These notes have all been paid, except thirteen, which you will see indicated upon the list, and you will also see indicated thereon, the present whereabouts of these notes, with names- due dates and amounts.

We hope you will make some effort to assist us in closing up these unpaid notes, all of which, you will observe, are considerably past due.

Yours truly,

WILLIAM DEERING & CO.,

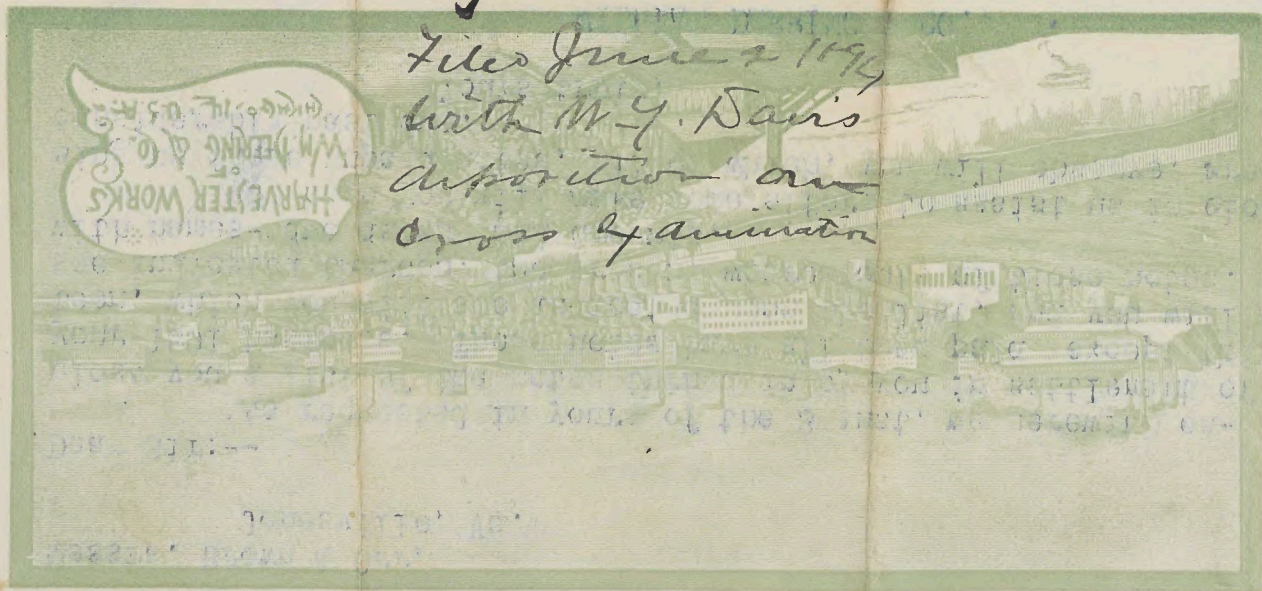
By Wilson

25
25
65
15
45
50
205

68
2210
10
10
45
2450
47800
21885
100185
100985
100985
49998
174180

"y"

Filed June 2 1894
with M. Y. Davis
deposition and
cross by animation



34865
12321
39196

4999
1009

VIET 15 1894

No. *Am*

Form No. G. L. 303.

3-90.

GREEN LINE.

Chicago, Ill., *May 16* 189*1*

TO PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY CO., DR.

For Freight and Charges on the following described property, from *Chicago*Date of Manifest *For Repayment* 189 Manifest No. Car No.

MARKS.	Pkgs.	DESCRIPTION OF PROPERTY.	Weight.	Rate.	Dollars.	Cents.
<i>OK Brown</i>		<i>Reapers</i>				
<i>Chas to acct of</i>		<i>OR</i>	<i>29300</i>	<i>49</i>		
<i>Princeton Gap</i>		<i>44 9254</i>				
						<i>14357</i>

RECEIVED BY W.D. & CO.
MAY 21 1891
Answered.....
Ent.

RECEIVED BY W.D. & CO.
MAY 18 1891
Answered.....
Ent.

OPENED, - READ BY J.D.
SEP 10 1891
E. COUFFER
ENT.

P. C. C. & ST. L. RY. CO.
PAID
MAY 20 1891
Cartage,
TOTAL

W. E. Clauffer

Received Payment

E. COUFFER

FREIGHT CASHIER,

FREIGHT CASHIER

1700
49
 15300
 6800
83300
 42300
 90025600
49
 6300
 3600
42300

38
 3800
 3800

15.00
49
 13500
 6000
735.00

850
49
 97650
 3400
416.50

350
2550
 1940
 14300
 19300
 14300
 19300
 14300
 19300

THIS FORM IS TO BE USED BY THE SETTLING AGENT ONLY AS A LETTER OF ADVICE TO THE GENERAL AGENCY.

When all of the notes described on this list (accepted subject to the approval of the Chicago Office) have been received at the General Agency, send this list to Chicago with the A List covering the last notes so accepted.

NOTE SALES LIST.

Messrs. William Deering & Co.

Gentlemen:

I herewith hand you as below stated a list of the Machine Sales made by our Agent C. R. Brown at Jonesville Va settlement for which has been or in all probability will be made by notes given or to be given for amounts as indicated. I have carefully graded the same with the assistance of such information as I could obtain from O. E. Conk Cashr of Powells Valley Bank Jonesville Va. The notes that I have marked x and which appear on the A List for are herewith enclosed I have accepted subject to the approval of William Deering & Co., Chicago.

Yours Respectfully,

J. A. Cooper.

Settling Agent.

NAME OF MAKER.	1892 NOTES.		1893 NOTES.		1894 NOTES.		NOTES.		Grade.	REMARKS.
	DATE DUE.	AMOUNT.	DATE DUE.	AMOUNT.	DATE DUE.	AMOUNT.	DATE DUE.	AMOUNT.		
A M Brown			9 1	45.00					a	
F. M Bays			9 1	25.00	9 1	25.00			a	
W A Baker			9 1	35.50					a	
Jas P Baron			9 1	26.25	9 1	26.25			a	
Wenny Corry			9 1	50.00					a	
Charles D Corry			9 1	50.00					a	
Sarah C + J R Ely			9 1	60.00	9 1	60.00			a	
M Y Ely			10 1	50.00					c	
J R + Sarah Ely	10 1	17.00	9 1	17.00	9 1	17.00			a	
John Gilly			9 1	52.50					a	
A R Hyatt			9 1	17.00	9 1	16.00			a	
S. C Hamilton			9 1	42.50					a	
J H Jaynes			9 1	25.00 ^x	9 1	25.00			a	
J P Jesser			9 1	26.25	9 1	26.25			a	
J E McDowell & al			9 1	47.50					a	
Jamur J Muncy			9 1	53.00					a	
C D Orr			9 1	25.00	9 1	25.00			a	
Robert W Orr			9 1	42.50					a	
C Simp			9 1	50.00					a	
W P Sprinkle			9 1	25.00	9 1	25.00			a	
Jams Noane			9 1	28.50	9 1	28.50			a	
F. M. Welfarber			9 1	28.75	9 1	28.75			a	
C B + Geneva Woodward			9 1	26.25	9 1	26.25			a	
Nimrod Potut			9 1	52.50					a	
									a	

7-91.

GREEN LINE.

CONSIGNEE:

Chicago, Ill.,

4/30 1892

FREIGHT OFFICE, Cor. Halsted St. and Carroll Ave.

To The Pittsburgh, Cincinnati, Chicago
& St. Louis Railway Co., Dr.

For Freight and Charges on the following described property:

From

Date of Way-Bill,

Way-Bill No.

Car No. and Initials

MARKS.	No. Pkgs.	DESCRIPTION OF ARTICLES.	WEIGHT.	RATE.	FREIGHT.
CR Brown Charge to acc't of Seemington Gap Va		Agl Dupls	29 200	49	143 08
CONSIGNOR,		P. C. C. & ST. L. RY. CO. PAID MAY 6 1892			
Claims for loss or damage report promptly to, J. E. LOOMIS, Freight Agent.		Received payment, for the Company W. B. Caffer FREIGHT CASHIER		Advanced Charges,	
		FREIGHT CASHIER.		Cartage,	
		Per		TOTAL,	

If all the articles cannot be enumerated on its face the reverse side of this form should be used.

145.08
119.46

25.62

79 64
28 96

10 86
119.46

C. K. Brown
in acct. with

1892

William Dering & Co Dr.

Cr

April	1 st	To 23 N. D. mowers @ \$40	\$ 920 00		
"	"	" 7 " " " 38	266 00		
"	"	" 3 " " " 37	111 00	-	
"	"	" 1 St Binder	108 00	-	
"	"	" 1 St Truck	7 00		
"	"	" Commission Refairs	8 15		
"	"	" Net " "	21 87	-	
"	"	" 100lbs Twine	10 50	-	
May	1 st	To 13 Dairy Hay Rake @ \$16	208 00	-	
"	"	" 4 Master 13 50	54 00	-	
			1509 52		
Oct	21	By 41 Farmers notes		\$ 1389 50	
"	"	" Chk P. V. Bank.		138 52	
"	"	" Chk Hay Rake acct.		100 00	
"	"	By freight St Binder 200lbs @ 57 ct		14 16	
"	"	" 3 no mowers.		16 00	
"	"	" 1 Box Refairs 500lbs @ 57.		3 36	
"	"	" 1 St Truck. 200 " "		1 18	
"	"	" 1 Giant Mower. " "		6 00	
1893	Feb	4 By Chk on P V Bank.		50 00	
1892	Oct	21 By house rent at Pennington Gap from Oct 21/92			
		To Oct 21 st 1893 at \$2.00 per month.		24 00	
"	"	By House rent at Jonesville Va. for Giant			
		mower Oct. 21/92 To Oct 21/93 at 50 ct per month		6 00	
"	"	To Bal to Square	37 30		
			1748 72.	1748 72	
		By Bal. to Sgr brot. down. on C. K. Brown	37 30		

"Account"

1892

①

~~For account of~~
~~B. H. Sewell~~

Filed with C. K. B. Dept.

Account 1892 "①"

1892

C. K. Brown Jonesville Va
In Account with
Wm. Deering & Co Chicago Ill

Commission Repair	9 90		
Net Cash	21 87	-	
100# Daisy Twine @ 10 ⁵⁰	10 50	-	
1 - 6 ft In Steel H & B	105 00	-	
1 Pr Trucks	6 00		
3 - 4 1/2 ft M. K. Mowers @ 38 ⁰⁰ cash price	114 00		
27 - 4 1/2 " " " @ 40 ⁰⁰ note "	1080 00		
3 - 4 1/2 " " " @ 37 ⁰⁰ 9/1 Price	111 00	-	
To freight on con. from Chicago	143 08		
" Switching at Chicago	2 00		
Cn.			145 08
Pay Notes			1222 00
" Cash			12
" " to S. A. Cooper			138 52 -
" 3 Notes			92 50 -
" 2 "			75 00 -
" freight allowance			143 08
" Switching "	1603 35		2 00
" Bal Commission due C. K. Brown	69 87	335	1673 22
	1673 22	1673 22	

Amount due C. K. Brown and
Credit on 1892 Hay Roke A/c

\$69 87

In Account with

William Deering & Co.,

CHICAGO, U. S. A.

GEN. AGT.

For Proceeds of Goods Sold on Commission.

4	25	1 Daisy from S O M Co	1600	-
"	"	1 Master NW "	1250	-
26	3	" " "	4050	-
"	6	Daisy " "	9600	-
July	7	6 " " "	9600	-
Oct	26	By Cash	10000	
1893	Mar	8 " "	5000	
		" amt chg to Commission Fed,	6987	
		Balance	4213	
		\$262,00	\$262,00	
		To Balance	4213	r Ink.
		Interest from Oct 21/92	307	
		Total amount due	\$45,20	

37.79

2187.

1592.

1592

Abstract
1892

Filed with W-Y.
Davis deposition
Jan 2nd 1894 -

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

E. S. CENTER, GEN. AGT.,
158 N. Market St.

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, CHICAGO, U. S. A.,)

Nashville, Tenn., Oct. 27th., 1893.

Mr. W. Y. Davis,

Bristol, Tenn.

Dear Sir:-

We have your favor of October 23rd. informing us that you had placed the 1891, 1892 and 1893 Statements of C. K. Brown, Jonesville, Va. in the hands of Mr. A. L. Pridemore, Atty. at that place according to a letter from Mr. Spooner and as per your request we enclose you copies of correspondence between this office and yourself, and this office and C. K. Brown since the difference arose between Wm. Deering & Co. and C. K. Brown in 1891.

You will notice this is all correspondence that has ever taken place, and as to Mr. Brown claiming to have a letter from us which he refused to show you saying that \$42.13 was all the money he owed the Company is utterly false, Mr. Brown, however has a letter in his possession (copy of which is enclosed herewith among the other copies) which plainly states that he owes \$42.13 balance on his 1892 account and which we would have accepted at that time as full payment thereby not charging him any interest, but as the matters have gone as far as they have we shall certainly expect that C. K. Brown account to us for all balances due us and the interest accrued thereon up to date.

We trust with the assistance of all this correspondence (which has consumed the entire time of one of our Stenographers for the best part of two days getting up) that you will certainly make a Settlement of this business.

We wish you to preserve all of this correspondence and forward it back to us with all papers when you make a final settlement of this matter with Mr. Brown.

We write you another letter herewith enclosed giving you the figures according to our books.

Very truly,

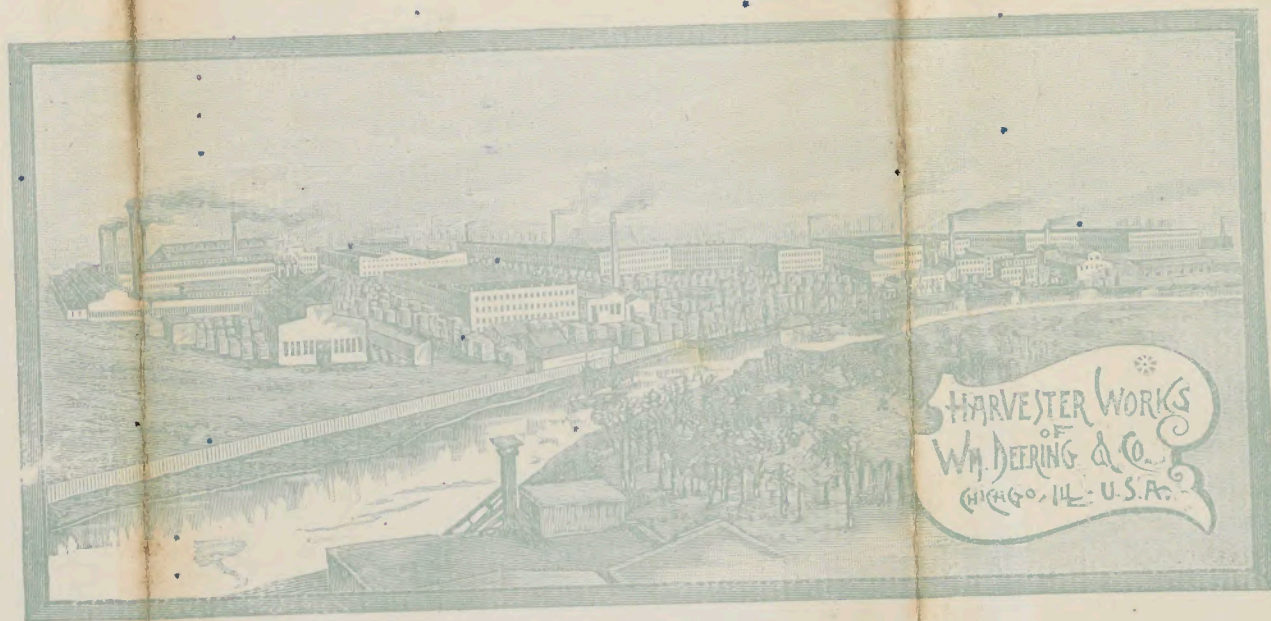
F.
(Encls.)

WILLIAM DEERING & CO.,

By *W. M. Erwin* Gen'l Agt.

WILLIAM DEERING & CO.,

By *F* Gen'l Agt.



GRATIS REPAIR VOUCHER.

Agents are required to return this Voucher, duly signed, in EVERY CASE where gratis repairs are furnished. In no case will allowance be made unless Voucher and the defective part are shown at settlement.

July 1st 1892

I have delivered to W. L. Brown of Johnson

State of Virginia the following repairs, without charge, the same being to supply breakages from defective parts of his machine bought of me season of 1892.., which have broken through defect in the machine as shipped from the factory, and not through use or the fault of the owner.

NO. OF PIECES.	NO. OF PART.	DESCRIPTION OF PART.	LIST PRICE.		TOTAL.	
<u>1</u>	<u>799 1/2</u>	<u>Guard</u>		<u>35</u>		<u>35</u>

I hereby certify that the parts replaced by the above were defective when I bought my machine; that I have delivered the defective parts to the agent, and have received the above free.

W. L. Brown Purchaser's Name.

W. L. Brown Agent.

WILLIAM DEERING & CO., Chicago, Ill.,

Nashville, Tenn., Nov. 22nd., 1892. 18

GENTLEMEN: I have accepted

36³⁵ notes amounting to \$ 1222.

for credit of 1892

W.M. DEERING & CO. C. M. Brown, Jonesville, Va.

as per following list:

34 35 of these notes are hereby enclosed

REFER TO IT

amounting to \$ 1205.

1 were left with Powell's valley Bk., Jonesville,

(Receipt enclosed) \$ 17.

35 36 GRADED BY

S. A. Cooper

TOTAL AS ABOVE STATED, \$ 1222.

On "A" give full and detailed list of each and every note taken, whether sent to us or left with local parties for collection.
On "B" give detailed list of notes left with any party for collection, signed by party with whom so left.

WILLIAM DEERING & CO.,

Agent.

No.	Maker.	Date.	Due.	Face.	Interest.	Grade.	Payments.
	Brown, A. M. Jonesville, Va.	9 5 92	11 1 93	45.	L.R.M.	A	See Dryden's list
	Bays, F. M. Hubbers Springs, Va.	7 7 "	" " 93	25.	"	"	
	-Do.-	" " "	" " 94	25.	"	"	
	Baker, W. A. Jonesville, Va.	8 19 "	" " 93	35.50	L.R.D	"	
	Barron, James P. Turkey Cave, Va.	7 28 "	" " 93	26.25	"	"	
	-Do.-	" " "	" " 94	26.25	"	"	
	Covey, Henry N. Hubbers Springs, Va.	" 7 "	" " 93	50.	L.R.M.	"	
	Covey, Charles D. Beckh. Springs, Va.	6 23 "	" " "	50.	"	"	
	Ely, Sarah C. & J. R. Jonesville, Va.	9 12 "	9 " "	60.	L.R.D.	"	
	-Do.-	" " "	" " 94	60.	"	"	
	Ely, M. G. Turkey Cave, Va.	5 3 "	11 " 93	50.	"	CA	
	Ely, J. R. & Sarah C. Jonesville, Va.	7 18 "	" " 92	17.	L.R.M.	A	
	-Do.-	" " "	9 " 93	17.	L.R.D	"	
	-Do.-	" " "	" " 94	17.	"	"	
	Gilly, Jno. Big Stone Gap, Va.	9 8 "	" " 93	52.50	L.R.M.	"	
	Hyatt, A. R. Jonesville, Va.	8 1 "	" " "	17.	L.R.D.	"	
	-Do.-	" " "	" " 94	16.	"	"	
	Hamilton, S. C. Boone Path, Va.	7 27 "	" " 93	42.50	"	"	
	Jaynes, J. H. Douglas, Va.	8 21 "	" " 94	25.	"	"	
	Jessee, S. P. Rose Hill, Va.	" 15 "	" " 93	26.25	"	"	
	-Do.-	" " "	" " 94	26.25	"	"	
	McDowell, J. E. & Hanblin, H. L. White Shoals, Va.	9 19 "	11 " 93	47.50	"	"	
	Mancy, James J. Van, Va.	8 15 "	9 " "	53.	"	"	
	Orr, C. D. Dryden, Va.	9 5 "	" " "	25.	"	"	
	-Do.-	" " "	" " 94	25.	"	"	

Let L. Brown
on acct with

1893

Wm Deering & Co

Oct 21 To House rent on Liant mower
from Oct 21/93 to May 7/94
at 50 ¢ per month 7 months

\$3.50

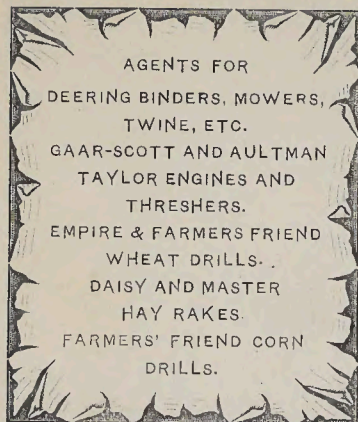
May 7/1894

1893

Files with C. K. B. depo.

DESCRIPTION OF MACHINE.			PURCHASER'S NAME.	PURCHASER'S POST OFFICE.	Price at which Machine was sold.	How Payment was to be made.		DESCRIPTION OF MACHINE.			PURCHASER'S NAME.	PURCHASER'S POST OFFICE.	Price at which Machine was sold.	How Payment was to be Made.	
Width of Cut.	Width of Sec.	Kind of Machine Sold.				Amount in cash.	Amount in notes.	Width of Cut.	Width of Sec.	Kind of Machine Sold.				Amount in cash.	Amount in notes.
4 1/2	3	N D	James J. Pennington	Jonesville Va	80	20	20	4 1/2	3	N D	J. M. Surriner	Douglas Va	50		50
"	"	"	E. G. Anderson	Fair View	68		68	"	"	"	D. S. Hamblin & Bros.	Jonesville	48		45
"	"	"	H. G. Chandler & Wm. Chandler		80		80	"	"	"	A. J. Fitts	"	50	50	
"	"	"	Era P. Robinet	Fair View	80		80	"	"	"	George McNeely	"	50	50	
"	"	"	James M. Pennington	Jonesville	80	25	25	"	"	"	E. C. Burchett	"	50	50	
"	"	"	R. G. Linsay	Black Water	80		80	"	"	"	L. C. Kilburn	Rocky Station	80	50	
"	"	"	V. S. Bummer	Sticklyoid	52 50		52 50	"	"	"	A. P. Wynn	Jonesville	50	50	
"	"	"	S. V. Richmond & S.	Jonesville	80		80 00	"	"	"	A. G. Roofe	"	50	50	
"	"	"	R. M. Dickerson	Jonesville	52 50		52 50	"	"	"	M. C. Parson	"	49	49	
"	"	"	J. M. Duff	"	50		50 00	6	3	H. B.	M. F. Litton	Rocky Station	135	32 50	100
"	"	"	W. V. Woodward	Rose Hill	55		55 00	"	"	H. B. Trucks	A. S. Russell		9 00		9
"	"	"	John M. Tate	Black Water	65 30		65 30								
"	"	"	James D. Edwards	Jonesville	47		47								
"	"	"	Peter Parkey	"	50	23 20	26 75								
"	"	"	F. A. Maness	Maness Va	50		50								
"	"	"	B. F. Thompson	Fritts Va	50		50								
"	"	"	J. C. Bantley	Douglas	50		50								
"	2 1/4	"	J. S. Surriner	"	50		50								
"	"	"	W. S. Neff	White Shoals	55		55								
"	"	"	W. R. Snodgrass & S.	Jonesville	80		80								
"	"	"	J. B. Horton & Fanny	Chandler	55		55								
"	"	"	Alm Brown	Jonesville	45		45								
"	"	"	W. V. McKel	Tongfield	48 05		48 05								
"	"	"	Sarah C. Eby & J. R. Eby	Jonesville	55		55								
4 1/2	3	"	W. P. Woods	Bridmore	43 50		43 50								
"	"	"	J. S. Hobbs & Carrie	Boon Path	35		35 00								
"	"	"	Champ. T. Hamblin	Jonesville	50		50								
"	"	"	M. F. Flemer	"	51		51								
"	"	"	J. K. P. Kelly	Pennington Va	60		60								
5	3	Giant	S. C. T. Richmond	Erving Va	60	60									

37 00
 153 00
 6 00
 135 00
 202 50



OFFICE OF

Bristol Implement Co,

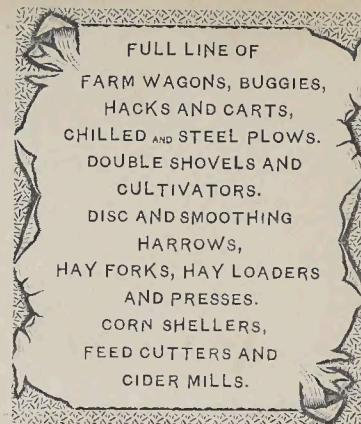
DEALERS IN

Agricultural Implements

AND MACHINERY.

Burson Warehouse, 839 Main Street.

Bristol, Tenn., *March 18th 1898*



Miss Wm Deering & Co. Nashville Tenn
Ans'd MAR 20 1898

Gentleman

Enclosed I hand you
 corrected Settlement of C K Brown
 This Settlement corresponds with Mr.
 Brown Books Please note the
 changes and if satisfactory return
 the Settlement to me and I will
 have him to sign up some, He paid for
 3 mowers and 1 Binder loaned over from
 91 These were charged at 1891 price
 Yours Truly
 W. G. Davis

GENERAL STATEMENT OF ACCOUNT.

In account with Wm. Deering & Co.

FOR PROCEEDS OF COMMISSION GOODS.

As per Adjustment made..... 189.....

By H. G. Brown Traveling Agent. Dr. Cr.

Due in Notes.	For Binders and Attachments,	112							
	For Mowers and Reapers,	1416 50							
						1528 50			
Due in Cash.	For Binders and Attachments,								
	For Mowers and Reapers,								
	For Commission Repairs,	90							
	For Net Repairs,	500							
	For Twine,	1050							

June 10	freight					1940			
10	freight					14857			
Aug 19	freight					200			
Sept 26	freight on D.M. trans. C.D.B.					2550			
Oct 20	Ref 44 notes							400	
	for cash to C.D.B.							170105	
								1392	
								171897	

This Statement shows only the adjustment as made at time of settlement and does not include any subsequent debits or credits. Compare it carefully with settlement as shown by your books and notify us of any errors or discrepancies. WILLIAM DEERING & CO.

Jonesville Va 7/20 1891

Due in Cash for Machines,
" " for Twine and Repairs,
Due in Notes for Machines,

This adjustment of Accounts made this day as per the foregoing statements showing as due Wm. DEERING & Co., as the proceeds of these commission goods not yet paid over, the sum of \$..... after deducting all credits, set-offs or claims due..... by reason of any and all matters and things growing out of the business or otherwise due to this date, tendered by me subject to the acceptance of Wm. DEERING & Co. at their Chicago office.

H. G. Brown
SELLING AGENT.

Approved at Chicago office Nov 24 1892

WILLIAM DEERING & CO.

by A. M. Stark

~~6000~~
~~200~~
~~111~~
~~115~~
 7

1B.

Filed with Lett Brown's
deposition -

10 to.

pp. 5 to 1

DL

38. 4

1727.60
 1718.97
 —————
 8.63

Jan. 16, 1893.

Wm. Deering & Co.,
Nashville, Tenn.

Dear Sir:--

We have your favor of the 13th inst., in which you enclose a letter from C. K. Brown relating to the A. M. Brown note which we returned to you after having erased it from the "A" list. If A. M. Brown is worth what C. M. Brown says he is, and the only reason his other note has not been paid is simply neglect on his part we will, of course, accept the note, which we return to you, so kindly attach it to a new "A" list and return and we will give Mr. Brown credit. In the meantime, please write him that we shall expect payment of his old note, or an explanation why it was not paid.

We return letter herewith

Yours truly,

WILLIAM DEERING & CO.,

By

W. H. Bryson

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

E. S. CENTER, GEN. AGT.
158 N. Market St.

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, CHICAGO, U. S. A.,)

Mess. Wm. Deering & Co.,

Nashville, Tenn., January 13th., 1893.

Chicago, Ills.

Gentlemen:-

We refer to the A.M. Brown note that you cut out of the "A" slip sent from this office for 1892 account of C.K. Brown, Jonesville Va. and the note returned to us stating that you held a note on Mr. A.M. Brown and could not accept this one; we herewith hand you a letter from C.K. Brown in reference to the note and will ask you to investigate the matter and write us whether or not we can accept the A.M. Brown note, we will hold the note until we hear from you. We have not answered C.K. Brown's letter as to whether we would accept the note or not.

Please return Mr. Brown's letter with your reply.

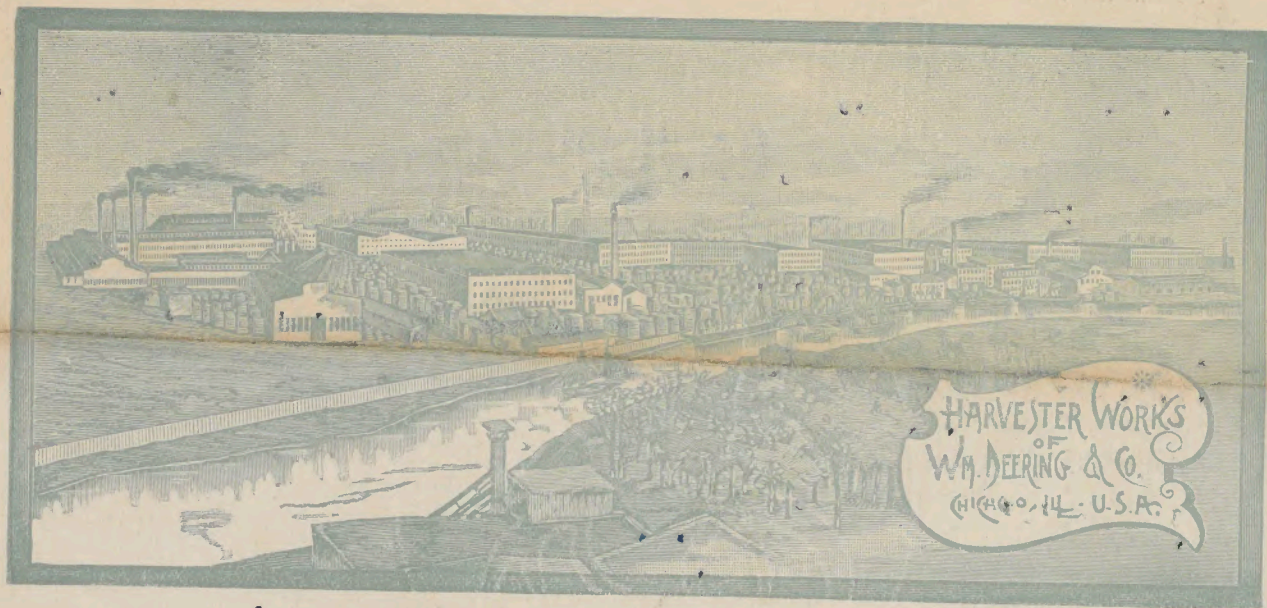
F.

Very truly,

WILLIAM DEERING & CO.,

By

Gen'l Agt.



HARVESTER WORKS
OF
WM. DEERING & CO.
CHICAGO, ILL. U.S.A.

SALES SHEET.

Statement of Sales for account of Wm. Deering & Co., for season of 1892, being a full, accurate and complete list of the number and kind of machines and attachments sold, to this date, the purchasers thereof, and the consideration paid or to be paid therefor, amounting to \$..... in Cash, and \$..... in Notes, tendered to W. D. & Co. as a material part of an adjustment of account with them and guaranteed correct.

Dated at Jonesville Va October 21 1892.

Leck Brown

SELLING AGENT.

DESCRIPTION OF MACHINE.			PURCHASER'S NAME		PURCHASER'S POST OFFICE.	Price at which Machine was Sold.	How Payment was to be made.		DESCRIPTION OF MACHINE.			PURCHASER'S NAME		PURCHASER'S POST OFFICE.	Price at which Machine was Sold.	How Payment was to be Made.	
Width of Cut.	Width of Sec.	Kind of Machine Sold.					Amount in Cash.	Amount in Notes.	Width of Cut.	Width of Sec.	Kind of Machine Sold.					Amount in Cash.	Amount in Notes.
6 ft	4 1/2	3	Jr. S. H. & B. Ely		Jonesville Va	120.00		120.00	4 1/2	3	N D M	M K Reaser		Turkey Corn Va			
			J E McDowell & M L Hamilton		White Shoal			47.50			" " "	H. K. Dean		Ron Hill		50.00	
			James B. Baron		Turkey Cove			52.50			" " "	James Pennington		Jonesville "		47.50	
			James J. Muncy		Tan			53.00			" " "	Geo W King		" " "		50.00	
			C D Orr		Dryden			50.00			" " "	James M Durham		Beck " "		50.00	
			James Stone		Born Path			57.00			" " "	R D Flannery		" " "		45.00	
			H. D. Sprinkle		Jonesville			50.00									
			H A Baker		" "	52.50	17.00	35.50									
			Charles D. Corry		Beach Springs			50.00									
			Kenny N. Corry		Koubband Sprgs.			50.00									
			J R Ely & Sarah Ely		Jonesville Va.			51.00									
			Robert W Orr		Dryden	52.50	10.00	42.50									
			F. M. Wolfenbarger		Born Path			57.50									
			C B & Germa Woodward		Long Field			52.50									
			John Gilly		Big Stone Gap			52.50									
			C. Slomp		Turkey Cove			50.00									
			F M Bays		Koubband Sprgs.			50.00									
			S. C. Hamilton		Born Path	52.50	10.00	42.50									
			C M. Y. Ely		Turkey Cove			50.00									
			A R Keyatt		Jonesville Va	50.00	17.00	33.00									
			A M Brown		" "			45.00									
			Minward Patel		" "			52.50									
			J K Jagers		" "			25.00									
			S. P. Jesser		Ron Hill			52.50									
			William Martin		Boose Hill			52.50									
			A J Suong & L. Howard		Walnut Hill			50.00									
			M O Combs		" "	50.00	349.50										
			J K Webster		Jonesville			50.00									

*note for 25.00 due 9-1-93, to be sent in.

to be sent in. date 9-1/92 due 9-1-93 + 9-1-94

" " " 9-1/92 - 9-1-93-

102
R A (Form 86)

Nashville, Tenn., Dec. 1st., 1892. 18 ✓

WILLIAM DEERING & CO., Chicago, Ill.,

GENTLEMEN: I have accepted 3 notes amounting to \$ 22.50 ✓

for credit of 1892 account C.K. Brown, Jonesville, Va. as per following list:

3 of these notes are hereby enclosed, amounting to \$ 22.50

were left with (Receipt enclosed) \$

3 GRADED BY S.A. Cooper TOTAL AS ABOVE STATED, \$ 92.50

On "A" give full and detailed list of each and every note taken, whether sent to us or left with local parties for collection.
On "B" give detailed list of notes left with any party for collection, signed by party with whom so left.

WILLIAM DEERING & CO.,
Agent.

No.	Maker.	Date.	Due.	Face.	Interest.	Grade.	Payments.
	Martin, Wm. & W.F.						
	Rose Hill, Va.	8 15 92	9 1 93	26.25	L.R.D.	A	
	-Do.-	" " "	" " 94	26.25	"	"	
	Sprinkle, R.S. & Landing-						
	ham, H.F. Jonesville, Va.	11 21 "	11 " 93	40.	L.R.M.	"	

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

E. S. CENTER, GEN. AGT.,
158 N. Market St.

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, CHICAGO, U. S. A.,)

Mr. S. A. Cooper,

Nashville, Tenn., November 5th., 1892.

Knoxville, Tenn.

Dear Sir:-

We have your favor of the 4th. inst. in regard to the notes returned to you for C. K. Brown's endorsement and in reply will say; at the time we sent the notes to you we wrote you a letter in regard to the same stating that according to contract Mr. Brown agreed to endorse all notes and that we could not forward them to Chicago without his endorsement; we do not know any thing in reference to Mr. Davis waiving this clause and would advise that you consult with Davis in this matter and return the notes to this office and have him make the explanation, if Mr. Brown's statement is correct writing a letter with the same that we can forward to Chicago so this office will be relieved from censure from the Home Office.

Very truly,

E.

WILLIAM DEERING & CO.,

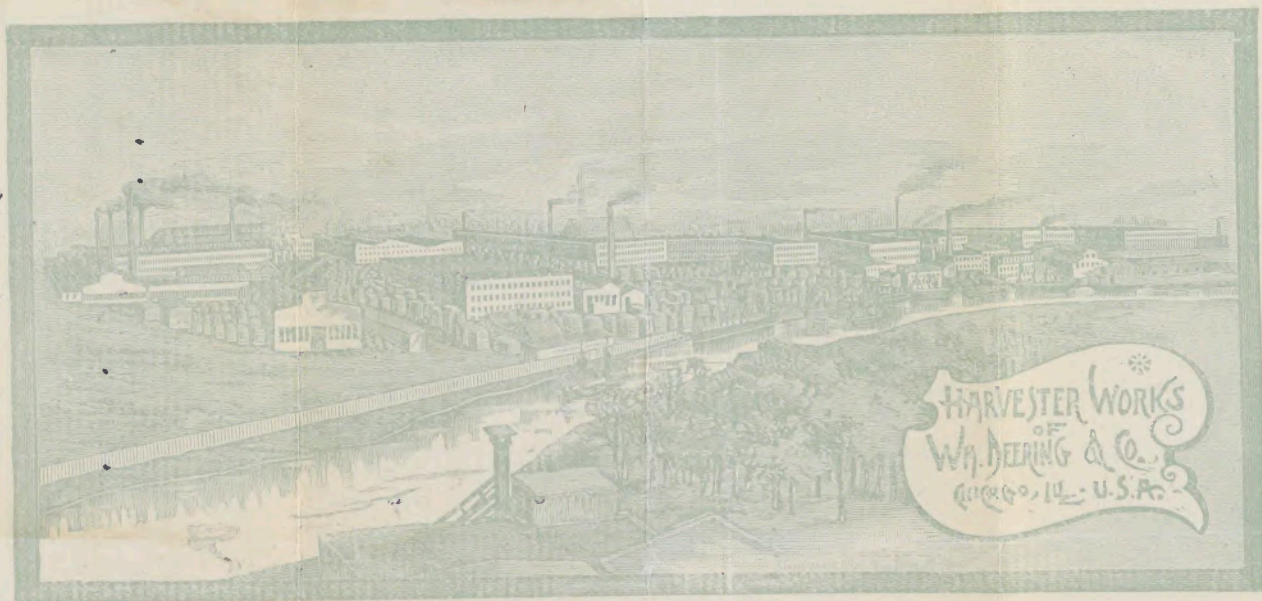
By *E. S. Center*
Gen'l Agt.

Wm. Deering & Co., Nashville,

NOV 15 1892

Ans'd.....

Paid.....



TERMS:

PER DAY, - - - \$ 2.00.
 PER WEEK, - - - 10.00.
 PER MONTH, - - - 30.00.

Hattie House,

Broyles & Jones, Proprietors.

C. A. Jennings, Chief Clerk,

D. R. Roe, High Clerk,

Millingdon, Va., Nov 14th 1892

Mr S. A. Cooper

Nashville Tenn

Dear Sir

Your favor of 7th inst was received too late to reply to it at Mossy Creek. In regard to the statement made by Mr Brown will say that he has no authority either in writing or verbally for it. further more that he has no promises or agreements other than those mentioned in the written contract of 1893.

On settling with him in 1891 he refused to indorse the notes. After I had been detained there for two days on this account, I agreed to except all notes on settlement summing up to \$a grade. ~~He~~ refused to recontract on this account. Some three months or more afterward, I sell on him

TERMS:

PER DAY, - - - \$ 2.00.

PER WEEK, - - - 10.00.

PER MONTH, - - - 30.00.

Hattie House,

Broyles & Jones, Proprietors.

C. H. Jennings, Chief Clerk,

D. R. Roe, Night Clerk.

Abingdon, Va., 189--

and gave him a contract for 1892. I read a loud the contract also had him to read it and before he sign it I inform him that we expected to settle strictly to the contract.

I deem your short acquaintance is sufficient for you to form an idea of this man & character. Mr. Brown has always turn over extra good paper in fact the best paper in East Tenn or South west Va. Hoping with the assistance of this letter you will be able to make ^{Matters} satisfactory I remain

Yours Truly
W. G. Davis

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

E. S. CENTER, GEN. AGT.,
158 N. Market St.

(Main Office & Works, CHICAGO, U. S. A.,)

Knox Nov 7 " 1892
NASHVILLE, TENN.

W. D. & Co., Nashville,

NOV 15 1892

H. Y. Davis

Bristol Tenn.

Dear Sir,

I am in receipt of a letter from Nashville office, returning C. B. Brown's notes, because of his failure to endorse them. I called his attention to the endorsement clause in his contract in his contract & he positively refused to endorse the paper, said that you had agreed to waive this clause if his paper came up to A grade, which it did. ~~Mr. Brown~~ I enclose you letter from Nashville in reference to this matter. I am due at Maryville Wednesday, & Mossy Creek Thursday, am then going to Nashville. Your will not be ready to settle before Dec. 1. Write me here, & let me know about the Brown notes, also when you will be through.

Yours truly J. A. Cooper,

WILLIAM DEERING & CO., Chicago, Ill.,

GENTLEMEN:—I have accepted _____ notes amounting to \$ _____

for credit of _____ as per following list:

_____ of these notes are hereby enclosed, _____ amounting to \$ _____

_____ were left, with _____ (Receipt enclosed) \$ _____

GRADED BY _____

TOTAL AS ABOVE STATED, \$ _____

On "A" give full and detailed list of each and every note taken, whether sent to us or left with local parties for collection.
On "B" give detailed list of notes left with any party for collection, signed by party with whom so left.

Agent.

No.	Maker.	Date.	Due.	Face.	Interest.	Grade.	Payments.
790	Neff, W.S. White Shoals, Va.	6 13 91	8 1 92	55.	L.R.D.	A	
795	Parky, Peter Jonesville, Va.	7 15 "	9 " "	26.75	✓	"	"
800	Pennington, Jas. M. Jonesville, Va.	" " "	8 " "	25.	✓	"	"
805	Pennington, Jas. J. Jonesville, Va.	" 22 "	9 " "	25.	✓	"	"
810	Richmond, S.O.F. & Sewell, B.H. Jonesville, Va.	" 31 "	8 " "	50.	✓	"	"
815	Robinnett, Ira P. Fairview, Va.	6 22 "	9 " "	50.	✓	"	"
820	Surgener, J.M. Douglas, Va.	9 11 "	12 " 91	16.67	✓	"	"
	-Do.-	" " "	" " 92	16.66	✓	"	"
	-Do.-	" " "	" " 93	16.66	✓	"	"
825	Surgener, S.S. Douglas, Va.	7 21 "	8 " 92	50.	None	"	"
830	Snodgrass, Wm. R. & Spangler, F.M. Jonesville, Va.	6 13 "	" " "	50.	L.R.D.	"	"
835	Thompson, B.F. Fritts, Va.	7 6 "	9 " "	25.	✓	"	"
	-Do.-	" " "	" " 93	25.	✓	"	"
840	Tate, Jno. M. Blackwater, Va.	" 8 "	11 " 92	65.30	8/1/92	"	"
845	Woodard, M.M. Rose Hill, Va.	" 6 "	8 " "	20.	L.R.D.	"	"
	-Do.-	" " "	" " "	55.	✓	"	"
850	Wood, W.P. Pridemore, Va.	6 23 "	" " "	43.50	✓	"	"

170404 ✓

70
184
160
17

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, CHICAGO, U. S. A.,)

E. S. CENTER, GEN. AGT.
158 N. Market St.,

Mess. Wm. Deering & Co.,

Nashville, Tenn. January 4th., 1893.

Chicago, Ills.

Gentlemen:-

Replying to your letter of December 19th. by Mr. Stark which is attached will say; the difference, \$25.62 should not be applied as a credit on his 1892 account as the agreement with Mr. Brown is that he is to carry the freights himself, the same will possibly have to be allowed him in 1893.

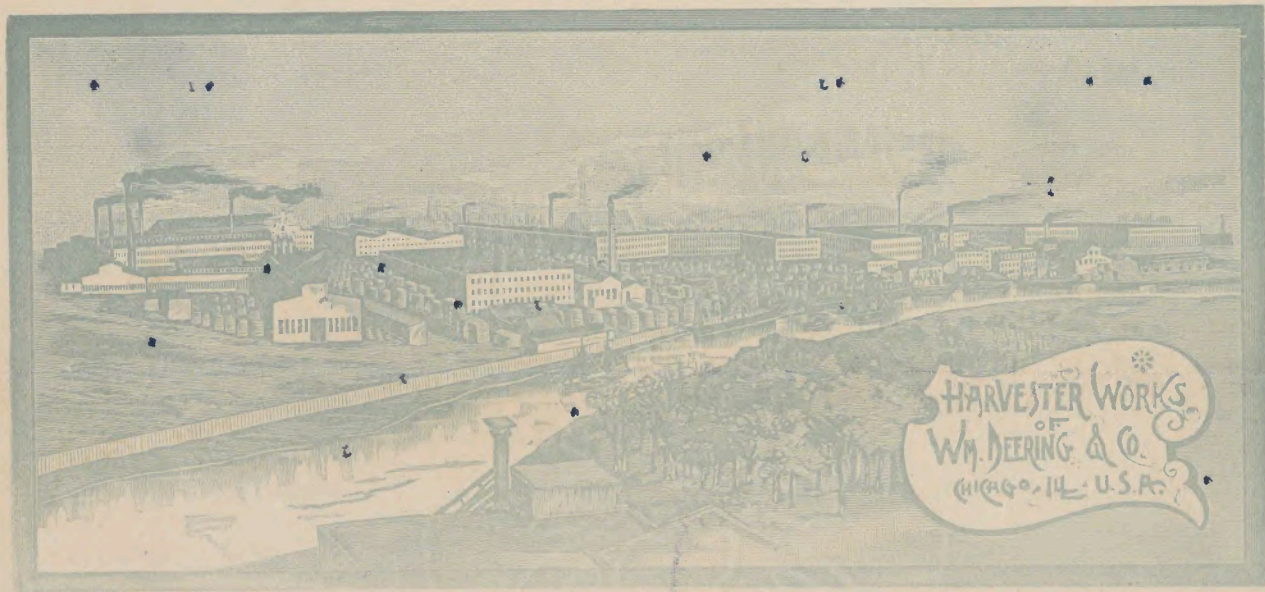
E.

Very truly,

WILLIAM DEERING & CO.,

By *W. M. Center*
Gen'l Agt.

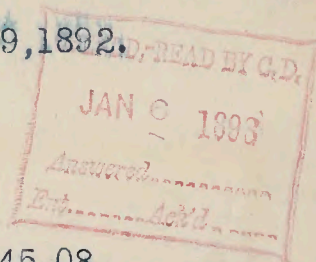
Enc.



HARVESTER WORKS
OF
WM. DEERING & CO.
CHICAGO, ILL. U.S.A.

OFFICE OF
WILLIAM DEERING & CO.,
GRAIN AND GRASS CUTTING MACHINERY,
BINDER TWINE, ETC.,
FULLERTON AND OLYBOURN AVES.,
CHICAGO, U. S. A.

December 19, 1892.



Wm. Deering & Co.,
Nashville, Tenn.

Dear Sir:

C.K. Brown is debited freight \$145.08
He is allowed on goods sold, - - - - - 119.46

Should not the difference \$ 25.62
be credited in the General Statement as freight on ten Mowers on
hand from 1892?

*Should not he was to
carry any freight on on hand
goods*

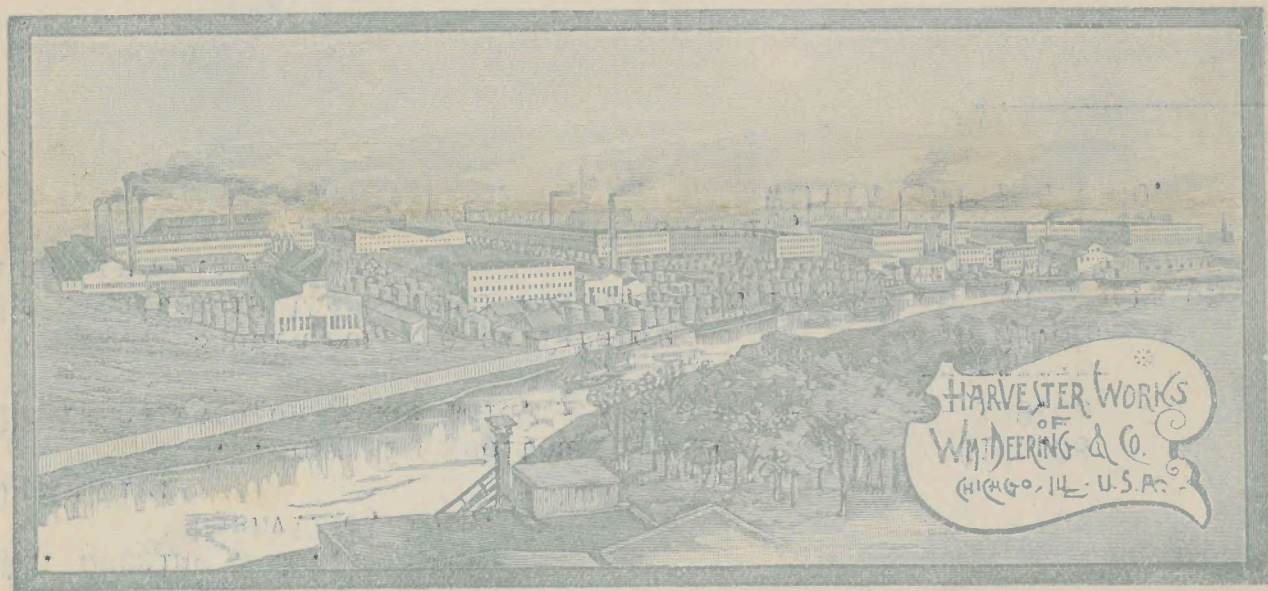
Yours truly,

WILLIAM DEERING & CO.

By A. M. Stark

W. D. & Co., Nashville,

DEC 21 1892
Ans'd. 11/3/93
Paid.



PRINTED IN U.S.A.

HH

116
5

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

E. S. CENTER, GEN. AGT.
158 N. Market St.,

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, Chicago, U. S. A.,)

Mess. Wm. Deering & Co.,

Nashville, Tenn., Feb. 13th., 1893.

Chicago, Ills.

Gentlemen:-

Please send to this office at your earliest convenience a statement of the 1892 account of C. K. Brown, Jonesville, Va. as same appears on your books: Mr. Brown has written us for this statement and we desire to know what notes you have accepted before sending him same.

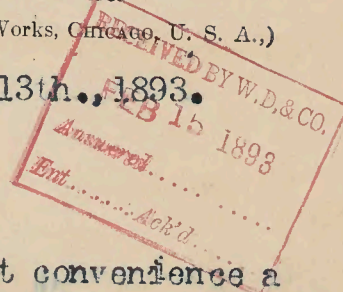
Your early attention will greatly oblige.

Very truly,

WILLIAM DEERING & CO.,

By *Wm. Brown*

Gen'l Agt.





ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

W. M. ERWIN, Gen. Agt.,
155-57-59 N. Market St.,

(C.K. Brown)

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

(Main Office & Works, CHICAGO, U. S. A.,)

Nashville, Tenn.,

March 21st., 1893.

Messrs. Wm. Deering & Co.,

Chicago, Ills.

Gentlemen:-

Kindly forward to us a copy of the 1891 sale sheet of C.K. Brown, Jonesville, Va. at your earliest convenience.

Mr. Brown has presented another excuse for not paying the balance on his 1891 account, claiming he never received but four Mowers from A.S. McDowell, Bristol, Tenn.; we placed in the 1891 settlement of Mr. Brown freight receipts for five Mowers transferred from McDowell, if you can find the same kindly forward them to us. The Mowers shipped from McDowell were not shipped to Mr. C.K. Brown direct consequently it would be a hard job to find out the number of Mowers shipped by examining the Railroad Agent's books unless we had the original freight bills.

Please give this matter prompt attention, sending us the freight bills and sale sheet as requested.

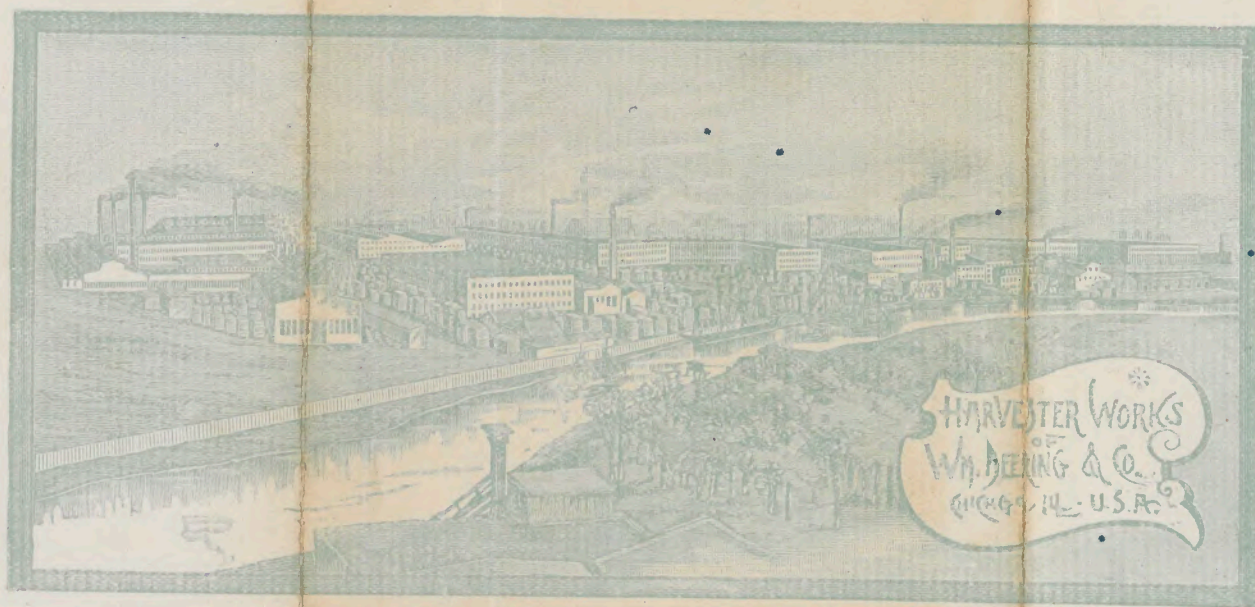
Very truly,

F.

WILLIAM DEERING & CO.,

By *W. M. Erwin*
Gen'l Agt.

no 93 cont



Sept. 17th, 1892.

Mr. C. K. Brown,

Jonesville, Tenn.

Dear Sir:-

We wrote you on the 9th, inst., calling your attention to the fact that you still owed us \$51.08 on your 1891 account, but so far you have failed to respond to the same. Will you please advise us why you have not given this matter your attention, also send us your check for this amount, by return mail, as we are anxious to have the matter closed as soon as possible. An early reply will greatly oblige,

Very truly,

Nashville, Tenn., Nov. 14th., 1891. 18

WILLIAM DEERING & CO., Chicago, Ill.,

GENTLEMEN:-I have accepted 44 notes amounting to \$1701.05

for credit of 1891 Acct. C.K. Brown, Jonesville, Virginia. as per following list:

43 of these notes are hereby enclosed, amounting to \$1684.38

1 were left with E.S. Center, Nashville, Tenn. (Receipt enclosed) \$16.67

44 GRADED BY C.K. Brown TOTAL AS ABOVE STATED, \$1701.05

On "A" give full and detailed list of each and every note taken, whether sent to us or left with local parties for collection.
On "B" give detailed list of notes left with any party for collection, signed by party with whom so left.

W. J. Center Agent.

No.	Maker.	Date.	Due.	Face.	Interest.	Grade.	Payments.
685	Anderson, E.G. Fairview, Va.	9 1 91	9 1 92	68.	6%	D. A	
690	Banner, V.S. Stickleyville, Va.	8 3 "	8 " "	52.50	L.R.M.	"	
695	Bartley, I.C. Douglass, Va.	7 21 "	" " "	50.	L.R.D.	"	
700	Brown, C.K. Jonesville, Va.	10 " "	9 " "	337.	None	"	
705	Brown, A.M. Jonesville, Va.	9 2 "	" " "	48.	✓	"	
710	Chambets, T.J. & Warner, Jno A. Chandler, Va.	7 6 "	" " "	25.	L.R.D.	"	
	-Do.-	" " "	" " 93	25.	✓	"	
715	Dickinson, R.M. Hunters Gap, Va.	6 24 "	8 " 92	52.50	✓	"	
720	Duff, J.M. Jonesville, Va.	7 6 "	9 " "	25.	✓	"	
	-Do.-	" " "	" " 93	25.	✓	"	
725	Edwards, James D. Jonesville, Va.	8 17 "	" " 92	30.	✓	"	
730	Edwards, J.H. Jonesville, Va.	9 8 "	" " "	17.	✓	"	
735	Ely, Sarah C. & J.R. Jonesville, Va.	6 25 "	8 " "	16.	✓	"	
	-Do.-	" " "	" " "	27.50	✓	"	
	-Do.-	" " "	" " 93	27.50	✓	"	
740	Fannon, T.F. & Horton, J.B. Chandler, Va.	7 23 "	6 " 93	55.	11/1/91	"	
	-Do.-	" " "	" " "	17.85	✓	"	
745	Fleener, M.B. Jonesville, Va.	" 1 "	9 " 92	51.	L.R.D.	"	
750	Hamblen, Chas. T. Jonesville, Va.	" 25 "	8 " "	50.	✓	"	
755	Hamblin, D.S. & Clabe Jonesville, Va.	9 1 "	11 " "	45.	✓	"	
760	Hobbs, J.H. & Garrett, G.W. Boon Path, Va.	6 30 "	8 " "	35.	✓	"	
765	Kelly, J.K.P. Pennington Gap, Va.	" 27 "	" " "	60.	✓	"	
770	Litton, M.F. Rocky Sta., Va.	8 3 "	" " "	100.	✓	"	
775	Livesay, R.G. Blackwater, Va.	7 6 "	9 " "	25.	✓	"	
	-Do.-	" " "	" " 93	25.	✓	"	
780	McNeil, W.N. Longfield, Va.	" 15 "	8 " 92	48.65	2/1/92	"	
785	Maness, F.A. Maness, Va.	" 7 "	11 " "	50.	L.R.D.	"	

RECEIPT FOR GOODS ON HAND.

Machines and other property taken back on notes should be entered only on Form 215.

I have on hand, this 21 day of October, 1892, at Jamesville State of Ka
 the following described machines, etc., complete and in good order, except as specified on this receipt, viz.:

JUNIOR STEEL HARVESTER AND BINDER.

YEAR.	5 ft. cut.			6 ft. cut.			7 ft. cut.		
	Boxed.	Set up as sample.	Used and re-turned.	Boxed.	Set up as sample.	Used and re-turned.	Boxed.	Set up as sample.	Used and re-turned.
1890 and before.									
1891									
1892									

NEW DEERING MOWER.

YEAR.	4 ft. cut, 2 1/4 in. sec.		4 1/2 ft. cut, 2 1/4 in. sec.		5 ft. cut, 2 1/4 in. sec.		4 ft. cut, 3 in. sec.		4 1/2 ft. cut, 3 in. sec.		5 ft. cut, 3 in. sec.	
	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.
1890 and before.												
1891												
1892												

HARVESTER AND BINDER.

YEAR.	5 ft. cut.			6 ft. cut.			7 ft. cut.		
	Boxed.	Set up as sample.	Used and re-turned.	Boxed.	Set up as sample.	Used and re-turned.	Boxed.	Set up as sample.	Used and re-turned.
1890 and before.									
1891									
1892									

DEERING GIANT MOWER.

YEAR.	5 ft. cut, 2 1/4 in. sec.		6 ft. cut, 2 1/4 in. sec.		7 ft. cut, 2 1/4 in. sec.		5 ft. cut, 3 in. sec.		6 ft. cut, 3 in. sec.		7 ft. cut, 3 in. sec.	
	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.
1890 and before.												
1891												
1892												

Deering Junior Giant.

ONE HORSE MOWER.

Deering Light Reaper.

OTHER MACHINES.—Not Specified.

YEAR.	5 ft. cut, 3 in. sec.		6 ft. cut, 3 in. sec.		3 1/2 ft. cut, 2 1/4 in. sec.		3 1/2 ft. cut, 3 in. sec.		4 ft. cut, 3 in. sec.		Folding.		Regular.		KIND.	Width of cut.	In good order.	Used and re-turned.
	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.				
1890 and before.																		
1891																		
1892																		

Binder Attachment.

TRUCKS.

Bundle Carriers.

Flax Carriers.

TWINE.

YEAR.	In good order.		All Steel.			All Steel.			All Steel.			Kind.		Pounds.		Kind.		Pounds.	
	In good order.	Used and re-turned.	All Steel.	Junior Steel.	Stand-ard.	All Steel.	Junior Steel.	Stand-ard.	All Steel.	Junior Steel.	Stand-ard.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.	In good order.	Used and re-turned.
1890 and before.																			
1891																			
1892																			

Also, Commission Extras to the amount of \$ 58.65 + Net Cash Extras \$15.92, as per Inventory. All of the above described Machines, Attachments, Twine and Commission Extras belong to William Deering & Co. (and are unsettled for), and which agree to hold subject to terms of contract between us.

Wm Deering Agent.

x (made over settlement given Oct. 65-66)

Machine Receipt
1892.

Nashville

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

E. S. CENTER, GEN. AGT.,
158 N. Market St.

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

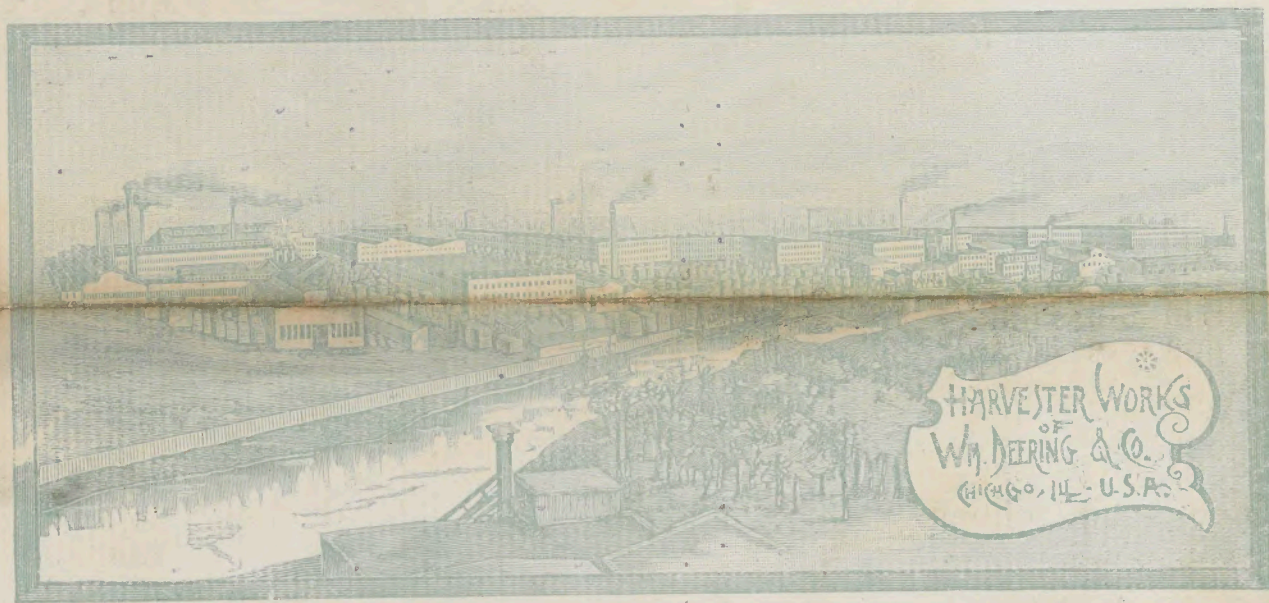
(Main Office & Works, CHICAGO, U. S. A.,)

Nashville, Tenn., October 5, 1893.

The following papers sent this day to William Deering
& Co., Nashville, Tennessee.

C.K. Brown's 1892 Settlement Sheet,
C.K. Brown's 1892 Commission Contract,
1- Receipt for Goods On Hand,
1 - Sales Sheet,
3 - "A" Lists,
1 - Lot Vouchers,
4 - Letters, W.D. & Co., Nashville to W.D. & Co. Chicago,
1 - Letter, Center to Cooper,
1 - Letter Davis to Cooper,
1 - Letter Davis to Nashville,
1 - Letter Cooper to Davis.
C.K. Brown's 1891 Settlement Sheet,
C.K. Brown's 1891 Commission Contract,
1 - Sales Sheet,
1 - "A" List,
3 - Letters W.D. & Co., Nashville to W.D. & Co., Chicago,
1 - Letter W.D. & Co., Chicago to W.D. & Co., Nashville.

COPY.



HARVESTER WORKS
OF
WM. DEERING & CO.
CHICAGO, ILL. U.S.A.

*met
Sept 2
sent this for you*

William Deering & Co.,

CHICAGO, U. S. A.

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

Nashville, Tenn.,

E. S. CENTER, GEN. AGT.,
158 N. Market Street.

Mess. Wm. Deering & Co.,

Chicago, Ills.

Gentlemen:-

Replying to your favor of November 20th., in regard to C.K. Brown, Jonesville, Va. not being required to pay for the net cash extras on hand will say; this case is similar to the one of Hill & Keny, Maryville, Tenn. where the agents would not handle the Machines unless we agreed to have a stock of repairs at that point, the trade in that section had been almost killed on account of parties not being able to get their repairs unless they sent to Knoxville, Tenn. or Richmond, Va.

We placed the stock at this place with the understanding that we would carry the repairs.

Very truly,

E. S. Center

RECEIVED - READ BY J. D.
NOV 25 1891
Nov. 23rd., 1891.

ANS'D.....

ENT.....

ACK'D.....

ADDRESS ALL COMMUNICATIONS TO

William Deering & Co.,

Deering Binders, Deering Reapers,
Mowers, Binder Twine.

E. S. CENTER, GEN. AGT.
158 N. Market St.

(Main Office & Works, CHICAGO, U. S. A.,)

Mess. Wm. Deering & Co.,

Nashville, Tenn., January 4th., 1893.

Chicago, Ills.

Gentlemen:-

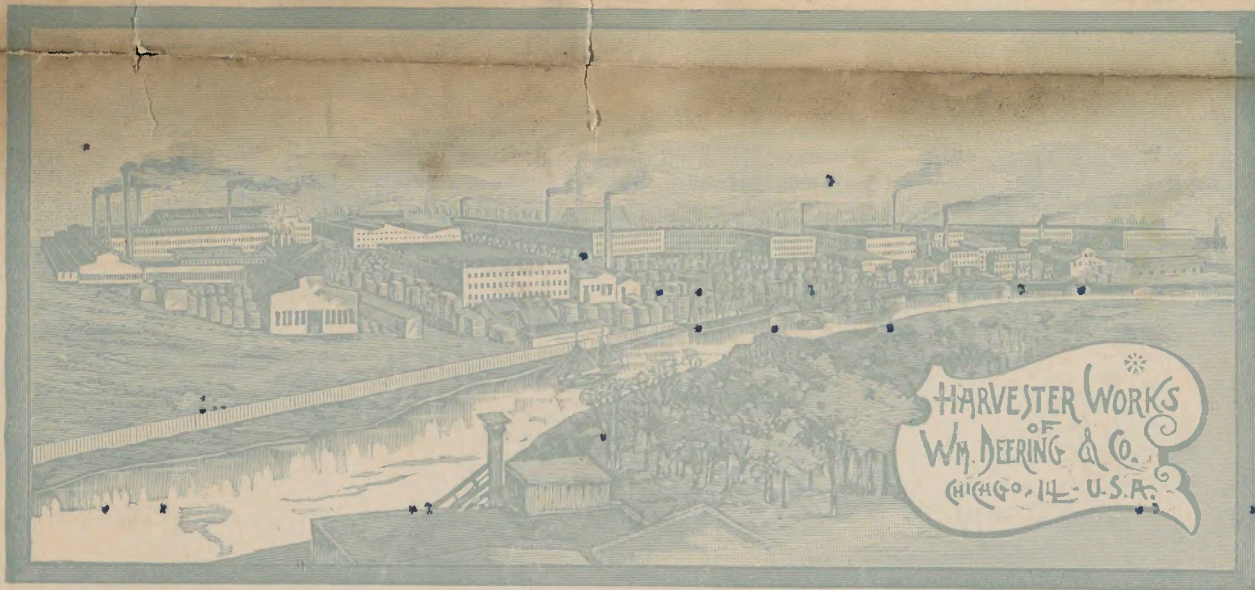
As per your request of the 19th. ult. by Mr. Stark we return
herewith the storage receipt of C.K. Brown, Jonesville, Va. which
we trust will be satisfactory.

McC.

Very truly,

WILLIAM DEERING & CO.,

By *Wm. Deering*
Gen'l Agt.



29

Filed with C. K.
Brown Sepos.

5

GRATIS REPAIR VOUCHER.

Agents are required to return this Voucher, duly signed, in EVERY CASE where gratis repairs are furnished. In no case will allowance be made unless Voucher and the defective part are shown at settlement.

Alleg 25th 1891

I have delivered to S. V. Richmond & Son of Jamsville La
State of Virginia the following repairs, without charge, the same being to supply breakages from defective parts of his machine bought of me season of 1891..., which have broken through defect in the machine as shipped from the factory, and not through use or the fault of the owner.

NO. OF PIECES.	NO. OF PART.	DESCRIPTION OF PART.	LIST PRICE.		TOTAL.
<u>1</u>	<u>0</u>	<u>Spring Seat</u>	<u>25</u>	<u>75</u>	<u>1.00</u>

I hereby certify that the parts replaced by the above were defective when I bought my machine, that I have delivered the defective parts to the agent, and have received the above fee.

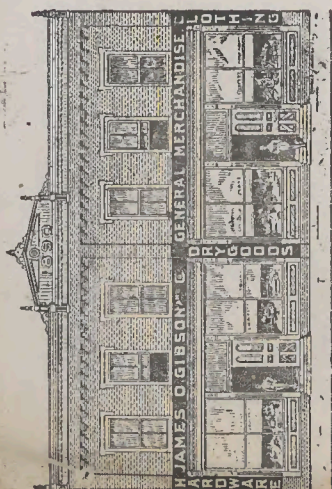
S. V. Richmond Purchaser's Name.

Geo. C. Brown Agent.

Exhibits filed with
H. Y. Davis deposition
both on direct &
X examination
June 20 / 1894 —

D. P. Swice

N. P.



Main Street,

Jonesville, Va.

(Established, 1875.)

1891

ACCOUNT STATED OF SALES

Made by CK Brown

Jonesville
Va

M. L. _____

Sett. J. _____ Net L. _____

Remarks: All original settlement

papers

W. G. Davis
Bristol Pa

" 1 "

167322

160333

\$69.87

1892

ACCOUNT STATED OF SALES

Made by CK Brown
Jonesville
Va

M. L. _____

Sett. J. _____ Net L. _____

Remarks: All original Settlements
copy

W G Davis
Bristol Tenn

2

Account of

C. F. Brown

For Year 189

Jonesville
Cal

NASHVILLE AGENCY.

Agt.

The papers in this envelope relate to one specific matter; please keep them together and return them to us in the original envelope, with whatever additions you make to them.

~~DO~~ RETURN EACH SETTLEMENT AS SOON AS MADE.

///

W. G. Davis
J. B. Smith

ILL.

"3"

WM. DEERING & CO.,

CHICAGO,

Sept 11 - 94

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *C H Brown Agent & Baile and*
A M Brown

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 189*4*, to answer a bill in Chancery, exhibited against *them* in our said court by *Wm Deering & Company*
a body corporate under the laws of the State of Ills

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *2nd* day of *February*, 189*4*, and in the *11 8th* year of the Commonwealth.

A. B. Munsey Clerk.

Feb 5-
Wm Deering & Co

US.

} SUBPOENA
IN CHANCERY.

C. K. Brown et al

A. L. Pridemore p. q.

To 1st February Rules 1884

Circuit Court.

Executed Feb 5. 1884

by delivering and
affixing copy of the within
summons to C. K. Brown
and H. M. Brown

C. E. Flanagan S. L. C.